DEFIANCE OF TOWN PLANNING SCHEMES page 325
THE ELECTION LIE .. .. page 326

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIII. No. 21 [PAGES 323 TO 336]. Saturday, May 25, 1929. PRICE 1s.

FLOWERDEW & CO.,
LIMITED.
Translations of Notarial Quality.
WORK DONE ON PREMISES BY PERMANENT STAFF.
227-228, STRAND (*Facing Law Courts*),
'Phone: City 1155 (3 lns). Tel.: 'Flowerdew, London.'
CITY OFFICES:—11, POULTRY, E.C.2.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.
Coin Dept.: 3, ADELPHI TERRACE HOUSE, ADELPHI, W.C.2. Temple Bar 1611.
Medal Dept.: DUNCANNON ST., W.C.2. Gerr. 7717.

Telephone: CITY 5627 (2 lines).
MATTHEWS & GOODMAN,
Auctioneers, Surveyors and Estate Agents,
VALUERS FOR ESTATE DUTY. REAL ESTATE. COMPENSATION CLAIMS. CHATTELS.
RATING SURVEYORS. ESTATE MANAGERS.
35, BUCKLERSBURY, E.C.4.
Branches: HAMMERSMITH and LEYTONSTONE.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 6941 (eleven lines).

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
35-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

THE
GUARANTEE
SOCIETY LIMITED
for
Administration Bonds
ON FAVOURABLE TERMS
OBLIGATION TO PRIVATE SURETIES AVOIDED.
Head Office: 19, BIRCHIN LANE, LONDON, E.C.3.
Telephones: Mansion House 8613-4.
BRANCHES IN ALL PRINCIPAL TOWNS.
COURT BONDS and INDEMNITIES GENERALLY.

Expedition and Economy in Company Printing are assured by using
DRAFT FORMS OF MEMORANDUM AND ARTICLES OF ASSOCIATION
By CECIL W. TURNER, Barrister-at-Law.
FULL SET (Public or Private) .. .. each 3s. 6d.
SHORT SET, adopting Table A with modifications (Public or Private) .. .. each 2s. 6d.
Set for Company Limited by Guarantee .. each 3s. 6d.
These forms are frequently revised, and the regulations of thousands of existing Companies have been based upon them.
As the Society keeps standing hundreds of sets of the type from which the drafts are printed, proofs can be supplied at a very short notice, and much of the usual cost of printing saved.
THE SOLICITORS' LAW STATIONERY SOCIETY, LTD.,
22, CHANCERY LANE, W.C.2.
54, Theobald's Road, W.C.1. 6, Victoria St., S.W.1.
27 & 28, Walbrook, E.C.4. 15, Hanover St., W.1.
19 & 21, North John Street, LIVERPOOL.

COSTS.
G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN,
SETTLE, TAX, and/or ADVISE upon BILLS OF COSTS of all kinds. Town or Country.
COSTS DEPARTMENTS MANAGED.
HEAD OFFICE: 14, Bedford Row, London, W.C.1.
Telephone: CHANCERY 8031.

THE CANCER HOSPITAL

(FREE.)

FULHAM ROAD, LONDON, S.W.3

(Incorporated under Royal Charter).

No Letters. No Payments.

THE FIRST SPECIAL HOSPITAL IN LONDON FOR CANCER

SOLELY DEVOTED BOTH TO TREATMENT AND TO RESEARCH.

Fully equipped and specially staffed.

A certain number of beds are provided for advanced cases, who are kept comfortable and free from pain.

AN URGENT APPEAL IS MADE FOR

£150,000

for Building Extensions, the first part of which will be wards for "middle income" patients who can contribute towards their cost,

AND ALSO FOR RADIUM.

Bankers—Coutts & Co., 440, Strand, W.C.2.
Secretary—J. Courtney Buchanan, C.B.E.

Form of Bequest of a Legacy.

To those Benevolent Persons who kindly desire to become Benefactors by Will to this Institution, the following form of Legacy is respectfully recommended: "I give and bequeath unto THE CANCER HOSPITAL (FREE), situate in the Fulham Road, London, the sum of
(free of Legacy Duty), to be applied towards carrying on the charitable designs of the said Institution."

BRITISH HOME AND HOSPITAL FOR INCURABLES.

Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of Sufferers of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS

much needed and earnestly solicited.

Patron—His Royal Highness The Prince of Wales.
Patroness—Her Royal Highness The Duchess of York.
President—His Grace The Duke of Portland, K.G.
Secretary—Edgar Penman.
Offices—72, CHEAPSIDE, LONDON, E.C.2.
Bankers—Barclays Bank Limited.
This Institution was the FIRST in England to receive the patronage of the late Queen Alexandra in 1863.

THE SALVATION ARMY

earnestly appeals to all members of the Legal Profession to remember, and assist, as occasions arise, its widespread work.

The operations for Men, Women and Children include:—

Evangelical and Missionary Work, Rescue, Maternity and Child Welfare, Medical and Educational Centres, Industrial Homes, Prison Gate Work, Homes for Aged, Work amongst Lepers.

Legacy Forms, Reports, Annual Balance Sheets, sent on application.

Contributions or enquiries should be addressed to General Higgins, 101, Queen Victoria Street, E.C.4.

The National Hospital, Queen Square, W.C.1.

For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.

LEGACIES ARE A VALUED HELP.

THE EARL OF HARROWBY, Treasurer.

INDUSTRIAL TRAINING FOR
BLIND AND CRIPPLED GIRLS
In connection with

JOHN GROOM'S CRIPPLEAGE AND FLOWER GIRLS' MISSION

(Registered under the Blind Persons Act, 1920). Incorporated
Formerly known as Watercress and Flower Girls' Christian Mission
Supt. and Sec., **ALFRED G. GROOM,**
The Crippleage, Sekforde-street, London, E.C.
Treas., Ernest J. Lovell, Esq. *Bankers*, Barclay & Co.
Afflicted Girls are received from all parts of the Kingdom without payment or votes, and are trained to become self-supporting.
Subscriptions, Donations and Testamentary Bequests are earnestly appealed for.

PECKHAM HOUSE
MENTAL HOSPITAL.

ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15.

Telegrams: "Alleviated, London."
Telephone: Rodney 4741 & 4742.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

MENTAL DEFECTIVES of all ages and all grades are admitted into the

Royal Earlswood Institution

REDHILL, SURREY.

There are vacancies for those requiring private apartments and special attendants; also for ordinary private patients from £110 per annum.

For the special training of children there are Boys' and Girls' Schools, for Youths there are workshops under skilled masters, and for those past the educable age suitable occupation is available, if desired.

For all, there are indoor and outdoor recreations, games and amusements, and resident medical supervision.

Holidays can be arranged at the Seaside Home belonging to the Institution.

Meat, milk, eggs, poultry and vegetables are supplied from the Institution Farm and Kitchen Garden of 130 acres.

Improvable patients, for whom full fees cannot be paid, are admitted by a definite number of votes of the Subscribers, and part payment towards cost.

Full information and advice gladly given by:
Mr. H. STEPHENS, Secretary, 14-16, Ludgate Hill, E.C.4.
G.P.O. Box 163a. Telephone: Central 5297.

LEGACIES.

THE ATTENTION OF LEGAL ADVISERS

is earnestly requested by

The Distressed Gentlefolk's Aid Association.

Applications for Grants or Pensions are received daily, therefore your recommendation for Legacies will be greatly appreciated.

Information from the Secretary, C. M. FINN, 75, Brook Green, W.
Chairman: Sir SELWYN FREMANTLE, C.S.I., C.I.E.

LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

All information from: The Treasurer,

ST. DUNSTAN'S

Headquarters,
Inner Circle, Regent's Park,
London, N.W.1.

(St. Dunstan's is registered under the Blind Persons Act, 1920.)

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXIII. **Saturday, May 25, 1929.** No. 21

Current Topics: Scottish Law Officers —Judge or Justice — Facilities for Appeal — Reading in Law — The Enforcement of the Law — The Temple as a Parking Place—Caution on Committal for Trial — Back Number Plates: Illumination — "Assisting" 323
Defiance of Town Planning Schemes 325
The Election Lie 326
Landlord and Tenant Act, 1927 .. 327
Auctioneering Topics and Reflections 327
A Conveyancer's Diary 327
Landlord and Tenant Notebook .. 328
Our County Court Letter 329
Practice Notes 330
Legal Parables 330
Obituary 331
Reviews 331
Books Received 331
Points in Practice 332
Notes of Cases 333
Rules and Orders 335
Legal Notes and News 335
Court Papers 336
Stock Exchange Prices of Certain Trustee Securities 336

Current Topics.

Scottish Law Officers.

THE FORMALITIES attending the induction to office last week of the Lord Advocate and Solicitor-General, the presentation of their commissions before the full bench of the Court of Session and the taking of the oaths relative to their respective appointments—bring out once again one of the many points of difference between Scottish and English ceremonial procedure. In many ways our Scottish *confrères* are more formal than we in England in legal matters, and somehow we imagine that they manage those things better in the north. Not only, however, in form, but in more substantial matters, we find Scottish practice differs from English. Thus, the Lord Advocate is the principal public prosecutor in Scotland, and all indictments are at his instance; the Solicitor-General and the Advocates-Depute are his deputies and prosecute in his absence. By the Criminal Procedure Act, 1887, which modernised the whole practice of criminal procedure, an indictment at the instance and in the name of our Lord Advocate does not lapse on his resignation, but is taken up by his successor. A curious illustration of this occurred in 1891. There an indictment at the instance of Mr. ROBERTSON, the then Lord-Advocate, was served on the accused on 3rd October. Just at that time Mr. ROBERTSON was appointed Lord President of the Court of Session, and Sir CHARLES PEARSON succeeded him as Lord Advocate. Sir CHARLES was appointed on 1st October, but the warrant for his appointment was not received by him till 6th October. Objection was taken to the validity of the indictment in those circumstances, but the court overruled the objection, holding that until the warrant reached Sir CHARLES PEARSON he had not received his appointment, and consequently that his predecessor, by virtue of the Act of 1887, continued in office till 6th October.

Judge or Justice.

SINCE THE passing of the Criminal Justice Act, 1925, various judges at assizes, no doubt astonished to find so great a diminution in their calendar, have censured the courts of summary jurisdiction for exercising their new powers so fully. It is not always remembered, however, how hedged about is this power to try indictable offences summarily. In practice they are rarely dealt with in the summary courts if the prosecution is anxious for a committal, and they cannot be so tried without the defendant's consent. So that upon every charge which, upon the face of things, would seem to be so serious as to require an investigation by a judge and jury, not only have the justices considered it was one they might properly undertake, but prosecutor and defendant have agreed. It has not always been clear what are the reasons why the judges have frowned upon the latest additions to the powers of justices. One very possibly is that to make a particular offence triable summarily is to make it appear less serious. If the objection is a real one, it is taking time to make itself apparent. The criminal, so far as can be judged, is not availing himself of these new and improved facilities for dealing with his forgeries, counterfeiting and the rest, as readily as might be expected. A more real danger is that justices unaccustomed to dealing with these offences are prone to be over-awed by them, and may think it incumbent upon them to impose heavier sentences than would be imposed had the charge been tried by an assize judge. Given a good character, a person charged with false pretences stands a fair chance of dismissal under the Probation of Offenders Acts. Convicted of forgery, the court may take a very different view and consider that a stiff sentence of imprisonment is the only fit punishment. Yet the same facts may cover both these offences, and, indeed, before the Criminal Justice Act was passed, many charges which really amounted to forgery were dealt with summarily as false pretences. A perusal of a few assize calendars can be recommended as a corrective. They will show that, although in the majority of cases imprisonment or penal servitude is imposed, very lenient sentences are also to be found, though the charges may be for the gravest offences. Indeed, given the age and antecedents of the prisoner, one can often guess what sentence has been imposed without knowing with what offence he was charged.

Facilities for Appeal.

HIS HONOUR JUDGE CLUER, in deciding a difficult point of Rent Restriction law last week, said: "When a statute is as difficult as this one, appeals by poor people ought to be paid for out of the public exchequer, as they are in criminal appeals. It is a monstrous thing that a statute made for the benefit of poor people should be so framed that they have to incur heavy expense if they desire to appeal against a judgment on an obscure and difficult point." The suggestion has been made before that, subject to conditions, such as a certificate that a point of public importance is involved, the State should bear the expense of taking it to a higher court. It is difficult to see any objection to such a concession. A similar difficulty constantly arises in connexion with appeals from courts of summary jurisdiction in criminal cases. The ground of appeal there is not so often dissatisfaction with a decision on a point of law as a desire to obtain a rehearing on the facts as a revision of a sentence. On paper, there is every facility for appeal, but in practice poor people who cannot interest a solicitor find it very difficult. They are naturally alarmed by technicalities that seem quite simple to a lawyer, and possibly quite unable to find the sureties to enter into recognisances even though the court fix them at a moderate figure. In the end they despair of carrying the matter through

and decide to abide by the decision of the court of summary jurisdiction. In pleasant contrast, an appeal from a conviction on indictment to the Court of Criminal Appeal is neither expensive nor complicated. A defendant entirely without means receives all necessary assistance from official quarters. It is a matter of regret, even of reproach, that the right to appeal from courts of summary jurisdiction is, in the case of the poor, almost illusory. Without some society or organisation behind the would-be appellant, he might almost as well have no right of appeal. The provision of real facilities would give increased confidence in and satisfaction with the administration of justice; and there is no ground for being alarmed at the possibility of large numbers of frivolous appeals.

Reading in Law.

In the law we find not a few terms which in the course of centuries have lost much of their original signification. Students still speak of "reading" in the chambers of some barrister, but in this connotation the word does not now indicate what might naturally be supposed by its use. Walter Bagehot touches on the subject in one of his books and says that "reading in chambers," which the layman might naturally imagine meant that the barrister would read some legal treatise or statute with his pupil, really comes to this, that a mass of papers was put before the legal tyro with instructions to draw a statement of claim or defence. The only specific instruction he himself received in chambers was "to write wide," so as to leave plenty of room for corrections. This mode of initiation into the mysteries of pleading may be excellent, although it scarcely seems so, but it is a little odd to describe it as "reading." Not only, however, in barristers' chambers, but also in the high places of the Inns of Court, the word is in use with but little of its old connotation. At several of the Inns "Readers" are appointed for short periods—Lord Sumner has just been made Reader at the Inner Temple—but rarely, nowadays, do they do any public reading such as their predecessors did in former times. Robert Callis, when Reader of Gray's Inn, delivered his famous lectures, which have become classic, on the not very exhilarating subject of sewers; but although in modern times the Readers have occasionally delivered lectures on some aspect of law—Mr. Justice McCardie, as Reader of the Middle Temple, did so a year or two ago—the rule requiring the giving of such prelections has been more honoured in the breach than in the observance. It may be said, and no doubt truly, that instruction in law is now given more effectively in the classes which both The Law Society and the Inns of Court provide for their students, but it seems a pity that the old custom by which some particular branch of law was illuminated by a Reader should be allowed to lapse.

The Enforcement of the Law.

A solicitor at Paisley, defending an ex-service man on a charge of street betting, is reported to have referred to "the unjust and savage penalties" provided for this offence. It appeared that the defendant had thrice previously been convicted. He had, however, voluntarily enlisted in August, 1914, giving up in doing so a post in the Clyde shipyards in which he was making £9 a week, and having been severely wounded in the battle of Loos, was now totally disabled. His war pension was twenty-four shillings a week only. Apart from the previous convictions, therefore, this was clearly a case for leniency. In fact, according to the report, Bailie Buchanan dismissed the charge without comment. If the evidence did not warrant conviction this no doubt was the only course. In the case, however, of any law being manifestly unenforceable—and with the possible exception of the motor speed-limit no modern statutes have proved themselves more so than those aimed at the street bookmaker—surely the worst possible way of dealing with it is to leave it on the statute-book and to place the responsibility for the anomalies produced in the attempt to administer it on police and magistrates. The problem is, of course, far more intense in the United States, and the recently appointed Hoover Commission, which is to examine into and report on it, has a gigantic task in prospect. In fact, the wealthy people in America, who require wine and spirits, can afford to pay so much for them that no ordinary body of prohibition officers can be made proof against the bribes of the "boot-leggers." And in England, the case of Sergeant Goddard and the proprietors of night-clubs again points the same moral, that laws aimed against enjoyments which the average citizen considers harmless and reasonable, not only defeat their own end, but lead to the corruption of those whose duty it is to enforce them, and the increase of serious crime. Prohibition in America appears to lead to a system of "dives," "speak-easies" and "joints," to maintain which the proprietors must continuously bribe the police, while street bookmakers in England, with the assistance of their clients, most of whom are sufficiently decent folk, play a costly game of hide and seek with the police, even if they do not bribe them. At present the English public will help authority in dealing with serious crime, as the murderers of Sir Henry Wilson soon discovered. In Chicago these murderers would almost certainly have escaped. That the police and public should co-operate in the enforcement of law and order is far more important than the prevention of a few foolish and improvident bets, and for this reason The Solicitors' Journal again stresses the need of reconsidering and amending laws which in practice are found to be repugnant to the general good sense of the public.

The Temple as a Parking Place.

Lovers of the beauties of London (including, it may be hoped, every member of the profession there domiciled, with, possibly, a dismal exception on the Bench) will be glad to know that the fleet of motor-cars now usually disfiguring King's Bench Walk is likely to be curtailed in numbers in the near future. The Benchers of the Inner Temple are reported to be considering a scheme under which only the cars of barristers for the time being practising in the Inn will be allowed to remain, on licence granted to the owner and annually renewable, subject to the payment of a small fee. It is understood that a similar system exists in respect of New Square, Lincoln's Inn—where, however, the cars ranged round the garden do not so conspicuously clash with their setting. The public as such, have no rights in either Inn, and, the soil being presumably vested in the respective societies, the Benchers as their governing bodies are competent to make rules as to parking cars. It may be added that Lincoln's Inn-fields (except the eastern side) is a parking place included in the schedule to the London Traffic (Parking Places) Regulations, 1925 (made under s. 10 of the London Traffic Act, 1924), and, as such largely used by the profession. Parking places outside the London Traffic Act area are now regulated by s. 68 of the Public Health Act, 1925, giving local authorities power to appropriate and utilise land, or set aside part of a street, for the purpose. In the latter case, there is no power to make a charge for the accommodation, though it may be suggested that if such charges could be made, and, in return, street parking places were properly guarded, the thefts of cars which form the preliminary operation of motor-bandits would be rendered considerably more difficult. The problem of parking motor-cars, it may be added, is one only of a number of traffic problems which need the attention of the legislature, another, almost equally pressing, being that of loading and unloading lorries and carts on the streets, see *Att.-G.* v. *Brighton, etc., Society* [1900] 1 Ch. 276. The power to deal with this conferred by the London Traffic Act does not yet appear to have been exercised.

Caution on Committal for Trial.

Section 12 (3) of the Criminal Justice Act, 1925, re-enacting, almost *verbatim*, a portion of s. 18 of the Indictable Offences Act, 1848, requires justices committing an accused person for

trial to "state to him and give him clearly to understand that he has nothing to fear from any threat which may have been held out to him to induce him to make any admission or confession of his guilt, but that whatsoever he then says may be given in evidence on his trial, notwithstanding the promise or threat." Form (N) appended to the Indictable Offences Rules, 1926, recites the words of the statute and requires the signature of the committing justice to a statement that this warning has been given. This form is in substitution for the old Form (N) scheduled to the Indictable Offences Act, 1848, which did not contain the words in question. By r. 12 of the Indictable Offences Rules, 1926, the new form, or a form to the like effect, may be used with such variations as circumstances may render advisable. Before the Act of 1925, the explanation required to be given was frequently admitted, as calculated to confuse the mind of the accused rather than to assist him. But many persons consider that the recent re-enactment, with a definite printed form prescribed to back it, lays an obligation on the committing justice which must not be evaded. It is, however, contended, *contra*, and the contention commends itself to common-sense, that the explanation is required only where there is reason to suppose that a threat or a promise has been made. This view is supported by a *dictum* of ALDERSON, B., in *R.* v. *Bond* (1850), 4 Cox, at p. 235. If this view be right, as we are of opinion it is, a variation of the form rendered expedient by circumstances is the striking out of the paragraph in question when the particular warning is not given, as it need not, in the immense majority of cases, be given.

Back Number Plates—Illumination.

THE DECISION of the Divisional Court on the 6th inst. in *Swaits* v. *Entwistle* removes doubts on a point of law which has exercised many lawyers for some time past. The High Court has decided that the regulations requiring a motor car's rear identification plate to be illuminated during the hours of darkness are not, as had been held by justices, *ultra vires*. The point was of theoretical and controversial, rather than of practical interest. No one would be likely to suggest that it was desirable that motorists should not have their back plates easily legible after dark. It was simply suggested, and not without reason, that by inadvertence the power to make the regulation in question had been lost. If it had been authoritatively decided that such power had ceased to exist, no one can doubt that the Legislature would have seen to it that such power was conferred upon the appropriate body. The ultimate result would have been the same in any case; but it is fortunate that it has been achieved without the necessity to go to Parliament about it.

"Assisting."

IT IS good law that in most cases a bystander who watches an offence being committed but does not otherwise take part is not guilty of an offence, but there are exceptions, and we think the county justices were wrong at Derby on the 18th May last in refusing to convict persons assembled to witness a cock-fight. We dealt with the law on this interesting point in our issue of 11th August last (72 SOL. J. 537), and will not repeat ourselves. Incidentally, the the recrudescence of this old sport is an interesting social phenomenon. An odd defence, which perhaps offers a partial explanation of the attitude of mind of those taking part, was set up that "cock-fighting was no more cruel, and probably not so cruel, as the taking of egrets' plumes. So we corrupt one another. The fair sex, with its legal disqualifications removed, and in possession of the vote, continues to decorate itself with barbarous ornaments barbarously obtained; the suffering has been unseen, and the imagination does not work. The sterner sex offers this aberration as an excuse for watching a sport, exciting but cruel. We prefer the robuster attitude of the cock-fighting Adams of older times. They did what they did because they liked doing it, and would have scorned a crooked opening for putting the blame on Evo.

Defiance of Town Planning Schemes.

ON Friday, 22nd February last, Mr. Justice CLAUSON gave judgment on a motion which was treated as the trial of an action for breach of a town planning scheme in course of preparation: *Bromley R.D.C.* v. *Blatch*. His lordship held that certain clauses in the Minister of Health's Town Planning (General Interim Development) Order, 1922, were *ultra vires*, and so put a most inconvenient spoke in the wheels of local authorities that are trying to carry out the objects of the Town Planning Acts. Article V of this Order provides, with regard to the development of estates and building operations during the preparation of schemes, that they "shall comply with all such requirements as the local authority may reasonably impose." Article VIII gives a right of appeal to the Minister against an unreasonable requirement, and provides that his decision "shall be final and shall have effect as if it was the decision of the local authority."

If those clauses had been valid, they would have prevented the defendant's defiance of the plaintiffs' town planning scheme. He applied to them for permission to use a dwelling-house, in the middle of an area zoned for residential purposes only, as a grocer's shop; permission was refused; and an appeal to the Minister was dismissed. His next move was to apply to the licensing justices for an off-licence. This was too much for the local authority to take lying down, so they commenced an action for an injunction, which met with the sad fate above indicated.

Unfortunately, s. 54 (4) of the Housing, Town Planning, &c., Act, 1909 (now s. 2 (2) of the Consolidating Act of 1925), provides that "a town planning scheme prepared by a local authority shall not have effect unless it is approved by order of the Minister," and it was held that this prevented the Minister making a valid order in the terms of Arts. V and VIII above quoted. The section under which the order was made (s. 45 of the Act of 1919, now s. 4 of the Act of 1925) merely says that, where a resolution to town plan has been passed, the Minister may order that development "may be permitted to proceed pending" preparation and approval, "subject to such conditions as may be prescribed," and goes on to provide that people who do not comply with the conditions are not to be entitled to compensation for the removal of the offending work when the scheme is approved.

The result of the decision in the *Bromley Case* is that, if a person chooses to run the risk, a not very hazardous one, of having his premises demolished without compensation, he can do just as he likes with his property, though what he does may absolutely spoil the town planning proposals. This discloses such an unsatisfactory state of affairs that we shall not be surprised if town planning authorities rise in a body and ask for some amendment of the law so that they may not be placed in such a very foolish position.

In a case where the question was whether the passing of a resolution to prepare a town planning scheme was an "incumbrance" which a vendor is bound to disclose to a purchaser (*In re Forsey and Hollebone's Contract* [1927] 2 Ch., at p. 391), Lord HANWORTH, M.R., said: "There may be restrictions imposed by the scheme on the purchaser, but I reject the view that the scheme operates as an existing incumbrance on the land. The resolution has only a certain effect as to compensation. I have gone through the various sections of the Town Planning Act, 1925, in order to show that the resolution is passed not so much for the purpose of imposing restrictions as of preventing unreasonable claims for compensation being made by persons buying up land subject to the proposed scheme. I think that Eve, J., was right in saying that there was nothing like an interference with the property which made it different from that which was contracted to be sold." It was unsuccessfully sought to distinguish that case on the ground that the position is different where

there has been an appeal to the Minister under the Order of 1922, and the appeal has been dismissed. The decision was, however, distinguished in *Coles* v. *White City (Manchester Greyhound Association), Ltd.*, 72 SOL. J. 860. There the action was to obtain rescission of a contract to take shares. The proposed greyhound racecourse was in an area included in a town planning scheme. This involved a risk affecting the whole of the contemplated expenditure of the company, which an allottee of shares could not be compelled to accept.

The Election Lie.

IT is not on record how many candidates for Parliament were defeated before 1895 by downright falsehoods told about them, circulated on the eve of the polling, and before they could be contradicted, but there is plenty of evidence that the grievance so caused was a burning one. In the debate in the House of Commons on the second reading of the Corrupt and Illegal Practices Act, 1895 (58 & 59 Vict. c. 40), member after member rose and recounted how he or a colleague had been slandered in this way, and the Act was in fact presented by Mr. T. H. BOLTON, a Conservative, and passed in a House with a Liberal majority. According to one member, the story was put about at the last moment of the election that he had been seen reeling drunk in one of the principal streets of his borough (*Hansard*, 4th series, vol. XXXIII, col. 233). This was not a statement in itself actionable, but one obviously which would cost him a large number of votes if believed. The Act by s. 1 now makes the publication of any false statement in relation to the personal character or conduct of a candidate an illegal practice within the Corrupt and Illegal Practices Prevention Act, 1883. It goes further than that, however, for by s. 4 it also enacts that if on petition the judges find and report that the election was procured or materially assisted by the circulation of such a false statement, it shall be avoided. This finding does not depend on the successful candidate's knowledge of or connivance in the lie, and therefore he cannot now afford to adopt a passive attitude, but has to let all his supporters know that, if in their indiscreet zeal they offend in this way, he will be punished for it. Under the old law it was expressly held that to say of a Member of Parliament that he never kept his word unless his own interest was concerned was not actionable (see *Onslow* v. *Clark*, (1771), 3 Wils. 177, at p. 186). If the Act had been passed in 1886, probably the late Dr. PANKHURST could have procured his opponent to be unseated on the facts disclosed in *Pankhurst* v. *Hamilton* (1886), 3 T.L.R. 500.

The Act itself was very soon invoked after its passing, successfully in *Bayley* v. *Edwards* (1895), 11 T.L.R. 537, and unsuccessfully in *The Sunderland Case* (1896), 5 O'M. & H. 53. In the former case an injunction was sought, under s. 3 of the Act, to prevent the publication of the statement that the candidate, a mineowner, locked out his miners until stocks were cleared out and coal had reached a fabulous price, after which "his conscience would not allow him to starve the poor miner any longer." This in effect was held by the Court of Appeal to be an accusation of hypocrisy, derogatory to the plaintiff's personal character, and therefore within the Act. In the *Sunderland Case*, very similar accusations were made of paying bad wages and "sheltering under a radical shuffle." The seat, however, was not prayed, and the defence set up under s. 2, that the persons circulating the libel had reasonable grounds for belief in it, apparently prevailed, though the judgment is by no means clear. Possibly the most interesting portion of it consists of the judge's illustrations, *obiter*, on p. 62, as to what kind of statement might come within the statute. Thus "he shot a fox" would be an accusation of unsportsmanlike conduct which might endanger a candidate in the shires, and "he drank a glass of sherry," though a statement harmless in respect of most candidates, would in effect be an accusation of hypocrisy against one professing to be a teetotaller. In *Ellis* v. *National Union of Conservatives* (1900), 44 SOL. J. 750 which again was a motion for an injunction, the innuendo was that the plaintiff had unpatriotically corresponded with the enemy just before the Boer war, but it was not successful, the judge (Lord WRENBURY, then BUCKLEY, J.) finding that this was not a reasonable construction of the poster in question. Those who read the report, however, may not all arrive at the same conclusion.

In the *Monmouth Case* (1901), 5 O'M. & H. 166, Dr. RUTHERFORD HARRIS, the successful candidate, made very similar accusations against his opponent SPICER, but somewhat more definitely, including charges of supplying information and ammunition to the enemies of England, of making a large income by "sweating" Italians at 9d. a day, and of supporting President KRUGER, etc. These statements were held to be beyond the line and without reasonable grounds for belief, and the election would have been avoided on them, had not that result come about previously on the proof of an independent charge.

The *Cockermouth Case* (1901) was another based on the repercussion of the Boer war, and some strong comments had been made by a supporter of the successful candidate, Mr. RANDLES, on the votes in Parliament of Sir WILFRID LAWSON, the unsuccessful candidate, cast against sending supplies to the British troops. These comments had been mitigated by Mr. RANDLES, and on petition the judges, GRANTHAM and CHANNELL, JJ., distinguished the personal conduct which was an element of the offence under s. 1 of the Act from the political conduct which was the subject of the respondent's strictures.

In the *Attercliffe Case* (1906), 5 O'M. & H. 221, GRANTHAM, J., observed: "It is a great pity that in elections at the present time so many false statements are made, and that votes are obtained in that way. But we cannot go beyond the language of the Act, which is limited to false statements made with reference to the personal character or conduct of the candidate, leaving him therefore to be still exposed to unfriendly attacks with regard to his political views."

The discrimination between what is fair and what is otherwise is no doubt a difficult matter, and perhaps the general verdict may be that some of the cases on the Act have hardly done it justice. The candidate and his enthusiastic supporters can scarcely be prevented from making the assertion that "the true patriot will vote our way, for our policy is best for the country," and, having arrived at that point, the inference must be that those who think and vote otherwise must be unpatriotic persons. To suggest, however, that this lack of patriotism arises from any causes other than ignorance or density of mind is to impute hypocrisy or treachery, which ought to be beyond the line. Some of the accusations of 1901 in respect of friendliness to the Boers appear to have been perilously near suggestions of treasonable offence, and if the accusation that a candidate is a traitor is not within the Act it ought to be. In the forthcoming election the old broth of the South African war is hardly likely to be stirred up, but there will probably be accusations in respect of friendliness with the present rulers of Russia. The statement that those who are well disposed to the Soviet Government are so short-sighted and so stupid that they are unfit to rule the Empire is a fair political one, but the suggestion of disloyalty to the Throne ought to be very carefully left alone—unless, of course, the candidate professes or has professed republican views. For the Act in no way bars statements of the truth, and past records of imprisonment, divorces, bankruptcies and minor indiscretions may be freely used.

Possibly the addition of the words "or good faith" to "character and conduct" might help to prevent statements such as those made in certain quarters in the first 1910 election, that particular candidates would vote for the repeal of old age pensions, when they had asserted that they would not do so. The words would also cover an accusation of lack of sincerity or hypocrisy more fully than the present text of the Act's first section.

Landlord and Tenant Act, 1927.

Extension of Time for Service of Notice of Claim for a New Lease.

An important question arose for decision in an application on the 7th inst. before His Honour Judge Higgins at Exeter County Court in the case of *MacFisheries* v. *Edwards*.

The material facts were that the landlord gave the tenant notice to quit on the 15th March, 1929. The tenant served notice of claim for a new lease by registered post on the landlord's agents. This notice was tendered by the postal authorities at 8 p.m. on the 15th April, 1929, at the office of the landlord's agents, but as there was no one in attendance it was not left there, and was re-tendered and delivered on the morning of the 16th April. The landlord's agents refused to accept the notice of claim on the ground that it was not "within one month after the service of the notice to quit on the tenant," as laid down in s. 4 of the Landlord and Tenant Act, 1927.

On receipt of this refusal the tenants commenced an action and then applied to the court for directions under r. 14 of Ord. L.B., which provides, *inter alia* : (1) that any party may at any time apply to the court for directions, and (3) that the judge may give such directions as may be necessary, *including an order for the extension of any time limited for the doing of any act or thing provided for by the Act or this Order.*

Mr. S. P. J. Merlin (instructed by Messrs. Theodore Goddard & Co.), on behalf of the tenant, submitted, firstly, that this notice of claim was within one month *after* the service of the notice to quit, on the grounds (1) that a "month" was a calendar month under s. 3 of the Interpretation Act, 1889, (2) that the day on which the notice to quit was given was not to be reckoned in the computation of the calendar month, and (3) that the tenant had the whole of the last day of the calendar month in which to serve his notice of claim ; and inasmuch as the notice was sent by registered post (as provided for by s. 23 of the Act) and was tendered at 8 o'clock on the 15th April the landlord could not be heard to say that the notice was not duly served. Alternatively, it was submitted that if, contrary to this contention, the notice was a few hours late, then he submitted it was a proper case for an extension of time under the provisions of r. 14, which gave the court power to extend the time for the "doing of any act or thing under this Act or this Order."

Mr. F. A. Wilshire (instructed by Messrs. Linford Brown and Co.), on behalf of the landlord, opposed the application, saying that there was no power under the Rules to extend the time limited in s. 4 of the Act. His Honour, however, held that he had a discretion to extend the time if necessary under r. 14, and as it would in this case be a denial of justice to the tenant to shut him out from his rights under the Act, he would exercise his discretion and extend the time over the time when the service was actually received.

Auctioneering Topics and Reflections.

Beyond the fact that auctions of large landed domains have fallen off, there is little in the market for real estate to indicate that we are on the threshold of a General Election, which may have far-reaching consequences on the trade and prosperity of the Empire. Freehold ground rents continue in great demand ; and there is no lack of competition for licensed premises and building sites. This is all for the good, as it indicates what must be a strong belief in a resumption of a sane and responsible Government.

A recent letting by auction in the City almost passed unnoticed, but the proceedings at the Auction Mart in Queen Victoria-street were very instructive. The site, which had an area of 1,250 feet super, and small frontages to Moorgate and London Wall, was offered on lease for ninety-nine years, and the hammer eventually fell at a bid of £2,000 per annum. True, the lessee was offered possession of the old material, but when this is carted away, he is expected to erect new premises at a cost, at least, of £12,000.

But while auctioneers' announcements of coming sales may not be as numerous as usual for this time of year, they are quick to recognise the value of publicity, and that is why there appears to be an increasing desire to adopt what is known as the "card advertisement"—in other words, the publication of the name and address, and a few particulars likely to attract the right class of enquirer. A circular or a poster may mean anything, but the acceptance of co-operation with a responsible newspaper carries a lot of weight, and the stability of the firm may be relied on.

Property owners will be interested in two recent legal decisions. In one, a Divisional Court held that the Rent Restrictions Act provided only for an alternative dwelling, and the county court judge was wrong in taking into account the business use of the premises. A tenant was offered alternative accommodation, but as he had used one of his rooms as a teashop, he pleaded that the house offered by the local authority did not afford him accommodation for that business. The other case had all to do with a key. It seemed that the property owner having received the key from the former tenant delivered it to the new tenant before the furniture had been removed from the premises. It was held that that constituted a continuation of the former tenancy, and the house, therefore, remained uncontrolled.

The speculator is still very busy. Quite recently, Lord Barnby has disposed of some 500 houses in Shipley and neighbouring district. It is of interest to note that amongst his other deals, the purchaser has bought and sold the Milner Field Estate, which was for long the residence of Sir James Roberts when he controlled Saltaire Mills ; and, just over a year ago he carried through the purchase of a housing estate at Ilford costing £120,000. The price paid to Lord Barnby for the latest deal must be in the region of £200,000.

One hears a lot of the woes of the property owner—and, undoubtedly he has a lot to put up with—but there are still many people of eminence in the financial world who see in the market for real estate many opportunities for profitable speculation.

A Conveyancer's Diary.

Making a Title outside the S.L.A., 1925, s. 13.

I have been asked if I would at some convenient time discuss in this Diary the provisions of s. 13 of the S.L.A., 1925, in connexion with s. 1 (1) of the L.P. (Am.) A., 1926, and the effect of the decision in *Re Alefounder's Will Trusts* [1927] 1 Ch. 360.

I propose, this week, to deal shortly with these matters.

As the L.P. (Am.) A., 1926, s. 1 (1), is to be considered, it will be useful to recall the wording of the S.L.A., 1925, s. 1 (1) (*v*), which reads as follows :—

> "Charged, whether voluntarily or in consideration of marriage or by way of family arrangement, and whether immediately or after an interval, with the payment of any rent-charge for the life of any person, or any less period, or of any capital annual or periodical sums for the portions, advancement, maintenance, or otherwise for the benefit of any persons, with or without any term of years for securing or raising the same."

The effect, shortly, is that land which is charged with family charges is settled land although held in fee simple absolutely and beneficially subject only to such charges.

Now turn to s. 13 of the S.L.A., 1925, the provisions of which are familiar and may briefly be said to be that where a tenant for life has become entitled to have a principal vesting deed or vested assent executed in his favour, any disposition made by him before such a vesting deed or vesting assent has been executed, shall operate only as a contract to carry out the transaction after the vesting instrument has been executed, and a purchaser will not be concerned with such a contract unless it is registered as a land charge. There is, however, an exception in favour of a purchaser of a legal estate without notice of the tenant for life or statutory owner having become entitled to have a vesting instrument executed in his favour.

The question which arises is, when can a tenant for life make a good title although no vesting instrument has been executed? There are two cases in which this can be done: (1) Under the L.P. (Am.) A., 1926, s. 1 (1), and (2) By a conveyance outside and not under the S.L.A., 1925, in reliance upon the decision in *Re Alefounder's Will Trusts, supra.*

With regard to (1)—It is, of course, plain, that a legal owner in fee simple, subject to family charges, is a tenant for life within the S.L.A., and as such is entitled to have a vesting instrument executed in his favour. Everyone will remember the storm of protests that arose when it was discovered that where a large estate had been sold in lots, subject to a family charge (the vendor giving an indemnity to each purchaser against the charge), each lot sold was settled land, and the purchasers could only sell again by having a vesting instrument and getting trustees appointed, and then the purchase money must be paid to the trustees and retained by them until the family charge on the whole estate (probably a negligible matter compared with the value of the estate) ceased to be payable. To meet this s. 1 (1) of the L.P. (Am.) A., 1926, provided that—

> "Nothing in the Settled Land Act, 1925, shall prevent a person on whom the powers of a tenant for life are conferred by paragraph (ix) of sub-section (1) of section twenty of that Act from conveying or creating a legal estate subject to a prior interest as if the land had not been settled land."

It will be observed that the amendment does not say that the land shall not be settled land. It remains settled land, but may be conveyed subject to the charge or other prior interest as though it were not. The usual consequences will, therefore, follow where the owner for the time being subject to the charge dies. I do not propose, however, to enter into that question here. It is enough for present purposes to note that this affords an exception to s. 13 and enables the settled land to be conveyed so as to pass a legal estate, although no vesting instrument has been executed.

As to (2), namely, the exception shown to exist by the judgment in *Re Alefounder's Will Trusts, supra*—In that case the facts were that A was entitled to an estate as tenant in tail in possession at the commencement of the L.P.A., 1925. Consequently, under the transitional provisions of that Act (1st Sch., Pt. II, paras. 3, 5 and 6 (*c*), and the S.L.A., 1925, ss. 1 (1) (ii) (*a*) and 20 (1) (i), the estate vested in A in fee simple and A's legal estate as tenant in tail became an equitable interest.

A proposed to disentail his equitable estate tail and thus become both the legal and equitable owner in fee simple. The matter came before the court on an originating summons, issued by the trustees of the settlement under which A became entitled, to determine the question whether, if A executed a disentailing deed, he could dispose of the estate without any vesting instrument being executed in his favour. Astbury, J., held, that he could. The reason given for the decision was that by virtue of s. 112 (2) of the S.L.A., 1925, any disposition referred to in the Act must be a disposition under the Act. The disposition referred to in s. 13 therefore, as operating as a contract only, must mean a disposition under the Act and the disposition which A proposed to make was not under the Act but outside the Act by virtue of his legal and equitable ownership free from any settlement. In other words, the settlement had come to an end, and the S.L.A., 1925, no longer applied. The learned judge also pointed out that it would not have been practicable in such circumstances to have framed a vesting instrument which would have complied with the requirements of s. 5 of the Act. The result of this decision is that wherever a settlement has come to an end by the whole legal and equitable estates becoming vested in the same person, before a vesting deed has been executed, a good title can be made independently of the S.L.A. Thus, if an infant entitled in fee simple come of age; or a life interest be surrendered to the remainderman; or the remainderman release to the tenant for life; or family charges are released to the owner in fee simple; or a restraint on anticipation becomes inoperative; in these and other cases that might be mentioned, the owner in fee simple may make a disposition which will be effective to pass a legal estate, although no vesting instrument has been executed.

The decision in *Re Alefounder's Will Trusts*, however, goes further. The principle of the decision applies to all cases, whether a vesting deed has been executed or not if the legal owner and all the persons beneficially entitled join in conveying the property. Such a conveyance would not be a disposition under the S.L.A., 1925, but a disposition outside that Act. There are cases which will occur to every practitioner where it is preferable to convey in that way rather than under the Act. It may be, for instance, that there are no trustees of the settlement and no one with power to appoint trustees or the persons having power to appoint and to act in the meantime under s. 30 (3) of the Act (i.e., the personal representatives of a last surviving trustee) cannot be found or are not easily accessible, so that an application to the court would have to be made; in such a case and in others which are often encountered in practice, it would be a saving of expense (which in a small estate is an important factor) and of delay, if a conveyance were made outside the Act by the legal owner with the concurrence of all those beneficially entitled. But a purchaser is not bound to accept such a conveyance and may insist upon a title being made under the S.L.A. (see L.P.A., 1925, s. 42). Nor can the vendor, in the contract for sale, throw upon the purchaser the expense of the appointment of trustees of a settlement or of a vesting instrument for bringing into force the provisions of the S.L.A. (*ibid.*). So, if a purchaser choose to be unreasonable he may put the vendor, in such cases, to considerable unnecessary expense and cause much needless delay.

Landlord and Tenant Notebook.

Order for Possession: Discretion of County Court Judge.

The decision of the Divisional Court in *Sheffield Corporation* v. *Luxford; Same* v. *Morrell* (*Times*, 15th inst.), should go a long way in effecting some uniformity of practice among county court judges in the making of orders for possession.

There were two orders for possession in the above cases against which the landlord appealed.

In both cases the premises in question had been let on a weekly tenancy and had been duly determined by notices to quit, and as each of the premises had been erected after 1919, as part of a housing scheme, the Rent Acts did not apply.

In the circumstances, therefore, each case fell to be decided under s. 138 of the County Courts Act, 1888, which section enables possession to be recovered where the term has expired or been duly terminated by notice to quit.

The material portion of that section which empowers the county court judge to make an order for possession is in the following terms:—

> "The judge may order that possession of the premises mentioned in the plaint be given by the defendant to the

plaintiff *either forthwith or on or before* such day as the judge shall think fit to name."

It is to be observed that the section uses the expression "may" and not "must," so that the judge clearly has a discretion, and it would seem incorrect to say that the expression is to be construed as equivalent to "must."

Thus in *Julius* v. *Lord Bishop of Oxford* (1888), 5 A.C. 214, where the House of Lords was construing the meaning of the words "it shall be lawful," Earl Cairns, L.C., said:—

> "The question has been argued and has been spoken of by some of the learned judges in the courts below as if the words 'it shall be lawful' might have a different meaning, and might be differently interpreted in different statutes or in different parts of the same statute. I cannot think this is correct. The words 'it shall be lawful' are not equivocal. They are plain and unambiguous. They are words merely making that legal and possible which there would otherwise be no right or authority to do. They confer a faculty or power and they do not themselves do more than confer a faculty or power. But there may be something in the nature of the thing empowered to be done, something in the object for which it is to be done, something in the conditions under which it is to be done, something in the title of the person or persons for whose benefit the power is to be exercised, which may couple the power with a duty, and make it the duty of the person in whom the power is reposed, to exercise that power when called upon to do so. Whether the power is one coupled with a duty such as I have described is a question, which, according to our system of law, speaking generally, it falls to the Court of Queen's Bench to decide, on an application for *mandamus*. And the words 'it shall be lawful', being according to their natural meaning permissive or enabling words only, it lies upon those, as it seems to me, who contend that an obligation exists to exercise this power to show in the circumstances of the case something which, according to the principles I have mentioned, creates an obligation" (*ib.*, p. 222).

Section 138 of the County Courts Act, 1888, may accordingly be considered as conferring a *power* on the county court judge to make an order for possession, which it becomes his *duty* to exercise on the applicant for the order showing that his legal right to obtain possession has become complete, e.g., by the determination of the tenancy by effluxion of time or notice to quit, or otherwise.

But it is to be carefully observed that the power given to the county court judge is qualified by the words "either forthwith or on or before such date as the judge shall think fit to name."

Had it not been for these words, it would clearly be the *duty* of the county court judge to make an order for possession immediately the title to possession was made out by the plaintiff.

But these words give the county court judge a discretion in the matter; a discretion, however, which must be judicially exercised. It is impossible, however, to lay down any general rule as to what is the maximum time that the judge can allow the tenant under s. 138, and this time must necessarily vary with the circumstances of each case. The direction of the Divisional Court in *Sheffield Corporation* v. *Luxford*, however, will be found useful in such cases. Thus in his judgment Talbot, J., said: "The period of postponement must not be more than was reasonably applicable to the circumstances of the case, including the nature of the tenancy and the object, which the Legislature presumably had, of relieving county court judges of the necessity of making orders for possession forthwith. He rather hesitated to name any definite time, but he thought that, in the absence of any entire exceptional circumstances, a period of four or five weeks represented the extreme limit of the scope of a county court judge's power to postpone the effect of an order for possession."

In conclusion, it should be noted that in the case of premises within the Rent Acts, the discretion given to the judge is not to be determined according to the terms of s. 138 of the County Courts Act alone. The provision in the Rent Acts dealing with the point in s. 4 "5" (2) of the Rent and Mortgage Interest Restrictions Act, 1923, and according to the language of that section it would seem that there is scarcely any fetter at all on the power of the judge to postpone the operation of an order for possession or to discharge or rescind such order.

Our County Court Letter.

LIABILITY FOR DEFECTIVE ROAD SURFACES.

In the recent case of *Buckby* v. *Burton Latimer Urban District Council*, at Kettering County Court, the claim was for £33 1s. 6d. as damages for negligence in the following circumstances: The plaintiff had been riding a motor cycle along a road which was under repair, when he was thrown from his machine on encountering a manhole, which projected about 4 inches above the surface of the road. The spot was not marked, as the only danger boards related to the general repairs, and the projection was hidden from view by an intervening hill until a motorist was practically on top of it. The defence was that there had been contributory negligence on the part of the plaintiff, who had been following a milk float and did not see the manhole until he was only two or three yards away, but it was pointed out that next day the manhole had been banked up with earth, and therefore had a sloping approach on all sides. The defendants further contended that manholes must necessarily project during re-sewering and re-surfacing, and that the work was being done by experienced contractors in the usual way. His Honour Judge Haydon, K.C., held that (1) the plaintiff was not going unreasonably fast; (2) the ramping of the manhole was insufficient; (3) no proper warning notices had been specially placed for the manhole. Judgment was therefore given for the plaintiff for the amount claimed, with costs.

It is more difficult to establish liability when there are no repairs in progress, as in *Winslow* v. *Bushey Urban District Council*, 72 J.P. 64. The plaintiff had there been thrown from his motor cycle by the iron cover of a manhole, which projected above the surrounding ring of granite setts, which in turn projected above the roadway. Damages were claimed on the ground that the manhole had been improperly or negligently constructed by the defendants, who admitted that if that were so they had no answer to the claim. The defendants alleged, however, that the projection was attributable to the wearing away of the roadway by heavy traffic, and to insufficient repair by the highway authority, in which events the plaintiff admitted he had no cause of action. Expert evidence was given as to the construction of the manhole thirteen years previously, and as to its intermediate wear and tear, and the jury found that the accident was caused by the projection, which was due to the original improper construction. Mr. Justice Coleridge gave judgment for the plaintiff, but the Court of Appeal held that there was no evidence of improper construction, and ordered a new trial as to whether there had been negligence by the defendants in their maintenance of the manhole.

The question as to whether the state of the road was due to misfeasance or nonfeasance was considered in *Parkinson* v. *West Riding of Yorkshire County Council*, 66 Sol. J. 488, where the road had been left at dusk with two different levels, one side having been laid with new stones ready for the steam roller, while the other side was left undisturbed for the passage of traffic. After dark a number of chars-a-bancs made a return journey, with the result that the loose stones were scattered, and produced an obstruction which caused the plaintiff's

taxi-cab to overturn. The county court judge at Wakefield found that (1) the defendants' servants knew or ought to have known of the probability of heavy traffic during the night, but that (2) they nevertheless omitted to fence or light the section under repair—precautions which would have rendered the road safe instead of dangerous, and (3) such negligence amounted to a misfeasance for which the defendants were liable. In the Divisional Court it was held, by Mr. Justice Swift and Mr. Justice Acton, that there was ample evidence to justify the judgment, and the appeal was accordingly dismissed.

The results are unsatisfactory when the defendants act in a dual capacity, and their liability as the highway authority is different from their liability as the sewer authority. In *Papworth* v. *Battersea Borough Council* [1914] 2 K.B. 89, the plaintiff was thrown from her bicycle owing to a sewer grating having sunk below the level of the surrounding granite setts, and Mr. Justice Horridge held (on the finding of the jury) that the defendants were liable as the sewer authority—but not as the highway authority—for their negligence in not remedying the defect. The Court of Appeal ordered a new trial, and the second jury found (79 J.P. 309) that the grating was part of the roadway, and that the defendants had not been guilty of negligence. Mr. Justice Scrutton (as he then was) held that there had been no misfeasance by the road authority, and gave judgment for the defendants, which was upheld by the Court of Appeal, 60 Sol. J. 120.

Practice Notes.

SOLICITORS' LIABILITY FOR TAXED COSTS OF INFANT CLIENT.

In the recent "running-down" case of *Berry* v. *Toulson*, at Thorne County Court, the plaintiff claimed £13 12s. 6d. as damages for negligence, but judgment was given for the defendant with costs, which were taxed at £8 10s. 1d. The plaintiff's solicitors thereupon wrote that he was a minor, and had no effects, and the defendant's solicitors applied for an order that their costs be paid by the plaintiff's solicitors, on the grounds that (1) an infant could not institute proceedings, and with certain exceptions could not authorise anyone else to do so without a next friend; (2) there being no next friend in the above case, the plaintiff's solicitors had instituted proceedings without proper authority. The plaintiff's solicitors opposed the application, pointing out that (1) two months after the action their client attained twenty-one, and that there was no reason for supposing he was under that age at the issue of the plaint; (2) their client had not repudiated liability, but was unable to pay because he was unemployed. In a reserved judgment, His Honour Judge Beazley held that the damage was represented by the costs incurred in defending the action, and that the plaintiff's solicitors were liable for those costs and the costs of the application, an order being made accordingly. This decision followed *Geilinger* v. *Gibbs* [1897] 1 Ch. 479, in which an infant had been joined as co-plaintiff without his authority, on the assumption that he was of full age, and had repudiated the action on attaining twenty-one. A similar order was made by Mr. Justice Eve in *Fernée* v. *Gorlitz* [1915] 1 Ch. 177, where both the plaintiff and her next friend were discovered to be infants. It was stated by Lord Esher, M.R., in *Firbank* v. *Humphreys* (1887), 18 Q.B.D. 54, that the rule to be deduced is, that where a person—by asserting that he has the authority of the principal—induces another to enter into any transaction which he would otherwise not have entered into, and the assertion turns out to be untrue, the person making it must be understood to have undertaken that it was true, and is personally liable for the damage caused by the assertion being untrue.

LIABILITY FOR CARTAGE UNDER THE CUSTOM OF SUFFOLK.

In the recent case of *Barrell* v. *McLarty*, at Woodbridge County Court, the plaintiff claimed £10 9s. the cost of carting 253 coombs of stacked corn left by him at Melton Farm on giving up possession at Michaelmas. The custom of the county was for the defendant, as incoming tenant, to thresh and dress the stacks, and carry the threshed corn to market, taking for his own use the straw, chaff, etc., arising from the threshing. The plaintiff's case was that he had done the carting himself and had sent the bill for carting to the defendant, whose agent had agreed to pay, but the defendant disputed liability on the ground that such was not the custom, and that the corn would have made as much if sold on the farm. The expert evidence was to the effect that, if the outgoing tenant did not make a special arrangement, there was no custom to charge the incoming tenant for the cost of carting, without giving him the option of doing it himself. If, however, there was a definite refusal to cart the corn, the outgoing tenant would be justified in charging the cost, although there was some disagreement as to whether the custom was to cart for a reasonable distance or to the nearest market town. The defendant's case was that (1) he had never refused to cart the corn, and had never even been told where to deliver it; (2) his agent had only discussed threshing, and not carting, with the plaintiff. His Honour Judge Chetwynd Leech held that there had been no agreement for payment taking the case out of the custom of the county, which the defendant would have been willing to observe, had he been given the option. Judgment was therefore given for the defendant, with costs.

Legal Parables.

XXXII.

A Business-Man's Point of View.

In a certain town there practised two solicitors, Mr. Textbook-Wise, a young and newly admitted man possessing many degrees and honours, and Mr. Triedman, a man full of years and experience, unadorned by academic distinctions, but possessed of a mature judgment and an abundance of common-sense.

Now it came to pass that one day a young man, being sore perplexed by many cares and embarrassments, was in dire need of a solicitor, and he said within himself "Lo! I will go and seek the aid of Mr. Textbook-Wise, for he is exceeding learned in the things that be of the law, for he hath gathered unto himself a multitude of degrees from the highest and most esteemed Universities of this land, and he hath gained many other distinctions in the dark and mystic science of jurisprudence. Yea, I will arise and seek the consolation of his wisdom." And the young man arose and made his way towards the place whereat Mr. Textbook-Wise did practise. But on his way thither he met an old and trusted friend who was well acquainted with worldly affairs, and the old man said to him "Friend, whither goest thou? Why art thou not at thine ordinary occupation?" And the young man replied "I am sore perplexed, and the multitude of my cares weighs upon me with exceeding great heaviness. I go to seek the aid of Mr. Textbook-Wise, for he knoweth all things concerning the law, and he will lift from off me these grievous burdens which weigh so heavily upon me."

And the old man, looking upon him with compassion, said unto him "Hear my words, for I have sought the assistance of solicitors both young and old. Go not to him, but rather betake thyself to Mr. Triedman, for though he be unacquainted with the schools of the Professors and undecked with the ornaments of academic distinction, though perchance he has forgotten some of the legal learning he gathered unto himself

in his youth, he has studied in the school of experience and is well acquainted with the affairs of this world. Think not that I desire to disparage this young man's erudition, on the contrary I count it great gain. But I say unto thee that all the learning in the world will avail thee nothing in thy trouble if it be not wedded to a judgment trained and tempered by practical experience."

Moral: To be successful theory must go hand in hand with practice.

Obituary.

Mr. E. A. HARNEY, K.C.

The Hon. Edward Augustine St. Aubyn Harney, K.C., who died on the 20th inst., had the unique distinction of being a member of the English, Irish and Australian Bars. He was called to the Irish Bar in 1892, to the Australian Bar five years later, and by Gray's Inn in 1906, taking silk in 1920. He was a Senator in the Commonwealth Parliament from 1901 to 1904, and sat for South Shields since 1922. A fluent speaker, he effectively criticised many government measures, but on the question of the totalisator he took an independent line, being one of the few Liberal members to support Major Glyn's Bill. He was fifty-eight years of age.

Mr. EDWIN GRAY, LL.B.

Mr. Edwin Gray, solicitor, of Gray's Court, York, died on Sunday last at the age of eighty-one. He was head of Gray and Dodsworth, solicitors, a firm very closely associated with the Shrievalty, his father, grandfather and great-grandfather having preceded him in the position of Undersheriff for the county. He had been an Alderman and was twice Lord Mayor of York, and an act during his civic service which was highly appreciated was to restore to the city a portion of the Bar Walls which had formed part of the private grounds of his residence Gray's Court, originally part of the Medieval Treasurer's House, thus enabling the whole of the wall between Monk and Bootham Bars to be open as a promenade for the citizens. A keen rider to hounds, in his early days he made many of his professional journeys on horseback. Mr. Gray was admitted in 1872. H.

Reviews.

Principles of the English Law of Contract and of Agency in its Relation to Contract. The Rt. Hon. Sir William R. Anson, Bart., D.C.L., Barrister-at-Law. Seventeenth Edition by Sir John C. Miles, M.A., B.C.L., Barrister-at-Law, Fellow of Merton College, Oxford, and J. L. Brierly, M.A., B.C.L., Barrister-at-Law, Fellow of All Souls College, Oxford. Demy 8vo. pp. xl and (with Index) 461. 1929. London: Humphrey Milford, Oxford University Press. 15s. net.

Anson's Law of Contract (as it is familiarly referred to), although primarily intended as a book for students, has proved so valuable a treatise that it has become a standard work and appears likely to achieve immortality. It would be no exaggeration to say that the principles so clearly and fairly set out therein are resorted to and relied upon with consistent affection by both Bench and profession alike throughout the United Kingdom. In these circumstances it is not surprising to find that the delegates of the Clarendon Press have determined not to let the work get out of date and to publish a new edition although the sixteenth is hardly six years old.

Unfortunately, Sir Maurice Gwyer, the editor of the six previous editions, has, since his recent appointment as Solicitor to H.M. Treasury, found himself compelled to relinquish his editorship; however, two more suitable successors to himself could not possibly have been found, for the present editors are also editors of a companion volume to this, namely, *Cases illustrating the General Principles of the Law of Contract*, a work which began with the approval of Sir William Anson himself.

Any addition to the many appreciations which have already appeared would be a waste of time and somewhat of an impertinence, so far as the original parts of the book are concerned, and, as to the remainder, the task of the reviewer is considerably facilitated by the fact that the new editors in their Preface point out the more important of their alterations, not merely by reference to the subject, but by actual indication of the particular pages whereon they are to be found (a kindly provision which reviewers would commend to all authors and editors). This, however, does not mean that with the exception of the alterations mentioned this edition is merely a reprint of the old; on the contrary, the whole work has undergone a very thorough revision. Some of the more discoursive matter has been eliminated or compressed and new matter and authorities have been included, in such a manner as to avoid any increase in the actual size of the volume, but without the loss of the more valuable parts of the earlier editions. Of the one hundred and twenty or so new authorities cited or referred to, some thirty-six are decisions subsequent in date to the last edition, many of which naturally have resulted in revision or new matter. An enlargement of the discussions on the doctrine of Part Performance, contracts in restraint of trade and the assignability of contracts, to mention only a few of the more important alterations, is amply justified and should prove of considerable assistance to practitioners generally. It may be alleged of some of these alterations that the new editors have in some cases left the reader to draw his own conclusions rather than to extract from their discussion some strict definition or statement of principle; but, it must be remembered that on many points the authorities are none too helpful, and editors who have students to consider can hardly be blamed if on a few rare occasions they have refrained from the committal absolute.

The present editors are to be congratulated on the manner in which they have carried out this work—their task was in no way enlightened by the high reputation and tradition already attached to the book—and they need have little fear as to its continued success.

Books Received.

Tolley's Handbook of Income Tax, Super-Tax and Sur-Tax, with Tables of Rates and Allowances. 1929-30. Waterlow and Sons, Ltd. 1s. net.

News Sheet of the Bribery and Secret Commissions Prevention League Incorporated. For the upholding of Honesty in the Professions, Business, etc., and for combating Unfair Competition. No. 159—May, 1929. London: 22, Buckingham-gate, S.W.1.

"*The New Law of Property.*" C. Stephenson Squires, LL.B., Solicitor. Two Lectures delivered before the Leicester Society of Chartered Accountants in March, 1926. London: Gee & Son (Publishers), Ltd. 1s. 6d. net.

Bankruptcy and Deeds of Arrangement. G. Cameron Ollason, A.C.A. pp. xxix and (with Index) 317. London: Gee and Son (Publishers), Ltd. 12s. 6d. (post free).

BRITISH CLAIMS AGAINST HUNGARY.

The Board of Trade announces that Saturday, 1st June, has now been fixed as the final date by which proofs by British nationals of debts due to them by Hungarian nationals or of pecuniary obligations of the Hungarian Government under Article 231 of the Treaty of Trianon, and other claims by British nationals against the Hungarian Government, must be made in order to rank for payment of the ninth dividend to be declared by the Administrator.

Forms of proof of claim and any further information may be obtained on application to the Administrator of Hungarian Property, Cornwall House, Stamford Street, S.E.1.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Contributory Negligence of Motor-Cyclist.

Q. 1636. The main point upon which I have some doubt, is whether my client's act could be construed as contributory negligence. The facts were as follows: My client was riding a motor-cycle in company with a friend who was also riding a motor-cycle. They came to a corner and my client's friend rounded the corner first, and just as my client was also turning the corner he perceived his friend in the front raise his hand, which my client took to be a signal for him to stop. When my client pulled up he was in the middle of the road. At this moment a motor van driven at a reckless speed came round the corner without any warning or sound of horn, and crashed into my client's motor-cycle thereby causing extensive damage to the machine. My client wishes to take proceedings to recover the cost of repairs done to his machine, but as above stated, I am somewhat doubtful as to whether, on account of his being in the middle of the road, he would fail on the ground of contributory negligence.

A. The above is a case in which the jury are likely to return a verdict similar to that mentioned in the "County Court Letter" in our issue of the 5th January, 1929, entitled "Jurisdiction to Order New Trial," 73 Sol. J., p. 8. The mere being in the middle of the road was not contributory negligence, as the motor-cyclist was not on his wrong side, and had pulled up when struck. The oncoming motor van ought to have seen the leading cyclist's signal to the second cyclist, and if the motor van had been properly under control the driver could have stopped before an impact occurred. Negligence of the defendant, incapacitating him from avoiding the plaintiff's contributory negligence, will constitute ultimate negligence for which the defendant is liable. See *British Columbia Electric Railway* v. *Loach* [1916] 1 A.C. 719.

Male Servant's Licence Duty.

Q. 1637. The governors of a public school employ a man named A as engineer in their power station at the school and authorise the headmaster to utilise his services for the purpose of attending to his car and act as his chauffeur. When A drives the headmaster's car he dons a green uniform. It is understood that the man A is paid by the governors of the school and that during the time he is employed by the headmaster he receives an additional 10 per cent. on his wages while so employed, and the police contend that the headmaster is liable for male servant licence duty, whereas the headmaster contends that the man is exempt under exemption 2A of the male servant definitions, declaration form enclosed herewith. From the information obtained it appears that the number of hours worked by A for six weeks is as follows:—

Hours employed per week.	Hours employed by Headmaster during the week.	
59	15	
60	18	
53	18½	
48	48	(school holidays)
53	19	
58	31	

from which it will be seen that the greater part of the man's time is employed at the power station. It, therefore, appears that the man, when employed at the power station at the school, is not taxable, but the question of liability turns on the point whether he is employed in a taxable capacity as a chauffeur for such number of hours daily as suffices for the performance of a fair day's work. I may say that the man has been known to act as chauffeur for the headmaster during the whole of the school holidays. I shall be glad to receive your opinion as to whether this school, or the headmaster, have rendered themselves liable to male servant licence duty for the current year.

A. The Finance Act, 1921, s. 10, provides that duty shall not be charged on male servants under the Revenue Act, 1869, s. 19 (3), as amended by the Customs and Inland Revenue Act, 1876, s. 5, and the Motor Car Act, 1903, s. 13, unless the employment is in a personal, domestic or menial capacity. This gave statutory effect to the decision in *London County Council* v. *Perry* [1915] 2 K.B. 193, but that case contains a still useful summary of the decisions on questions of fact, such as that in the case put. Even if A was employed by the headmaster otherwise than in the course of his scholastic duties, exemption can still be claimed on the ground that there is no service in a taxable capacity for a number of hours which suffices for a fair day's work, taking the average over a year, and not a short period which might be all holidays. The differences of opinion between the five judges in the above case show that this is a very open question, but the opinion is given that no liability for duty has been incurred.

Compensation to Owner Occupier as Tenant of Adjoining Holding.

Q. 1638. A is owner and occupier of a farm G, and tenant of an adjoining farm Y. Farm Y has been sold and the purchasers have given notice to quit to A, which expires 6th April next. A claims for disturbance under s. 12 of the Agricultural Holdings Act, 1923. Will you please say if you consider that the purchasers are justified in claiming a reduction of the amount of compensation payable to A under s. 12 (8) on the grounds that he is still the owner and occupier of the adjoining farm G, or do you consider that the sub-s. (8) applies only to land held under a landlord, and not to land owned by the occupier. Valuers in this district usually assess the compensation at one year's rent, but in this case the damages under the section are practically negligible, and it is desired to claim any reduction possible under the Act?

A. Sub-section (8) is expressly limited to cases where the other land is held as tenant, and does not apply to a case in which an owner occupier farms his own land and works a neighbouring holding as tenant. The purchasers are therefore not justified in claiming a reduction of the compensation, though it is difficult to understand why the Act makes a distinction depending on the titles to the various parts of a holding.

Settled Land—Trustees for Sale under s. 30/31.

Q. 1639. By his will made in 1895 A appointed B and C to be executors and trustees and devised to his trustees a freehold property of small value, upon trust to permit D to receive the rents during his life and after his death, upon trust for the children of D, who being sons should attain twenty-one, or being daughters attain that age or marry. The will contained no power or trust for sale in relation to this property and no appointment of trustees for the purposes of the S.L.A. A died in 1896, and his will was proved in that year by B and C, B died in 1918, and in the same year C appointed D to be a trustee of the will of A in the place of B. D now desires to sell the property. Is it considered that under s. 30 (3) of the S.L.A., 1925, C became a trustee of the settlement created by the will of A for the purposes of that Act; that he can as

surviving personal representative of A now appoint D as an additional trustee to act with him for the same purposes, and that title can be made accordingly.

A. Assent is given to the view put forward. There is no legal objection to the appointment of tenant for life as trustee, though it is not usually considered desirable, as in the event of the death of the other trustee the tenant for life would be in sole possession of the capital money.

Legal Demand of Rent.

Q. 1640. In order to effect a legal demand of rent, according to the strict rules of the common law, it is necessary (*inter alia*)—

(1) To make the demand on the very last day to save the forfeiture.

(2) It must be made at a convenient time before, and at, sunset on that day.

With regard to (1), the day in question is the 17th of the month. This day happens to be a Sunday. Should the demand be made on the Sunday or the next day ?

With regard to (2). The court will not take judicial notice of the time of sunset on a particular day, that must be proved by evidence (*Collier* v. *Nokes*, 2 C. & K. 1012). How should the time of sunset on a particular day be proved ?

A. (1) The demand should be made on the Sunday, as it was held in *Child* v. *Edwards* [1909] 2 K.B. 753, that (*a*) at common law Sunday is not a *dies non* ; (*b*) rent may lawfully be paid by a tenant on a Sunday ; (*c*) rent due on Sunday, and unpaid, will be in arrear on the following Monday, so that a demand made on that day will be too late to preserve the landlord's right to claim a forfeiture of the tenancy.

(2) The time of sunset on a particular day varies in different parts of the country, and cannot, therefore, be proved by an ordinary almanack, giving Greenwich mean time : *Gordon* v. *Cann*, 47 W. R. 269. To ascertain the time of sunset at places other than Greenwich in the British Isles in each month of the year, reference should be made to the table in Whitaker's Almanack, 1929, at p. 55. The hour's variation for British summer-time, should be allowed for between April and October. Useful guidance may also be obtained from the Royal Automobile Club's Guide and Handbook, 1928-29, pp. 504 and 508.

Unpaid Seller's Title to Goods.

Q. 1641. Are there any restrictions in respect of covenanting that the title in any goods sold and delivered to a customer shall remain with the seller until the full amount has been paid.

A. There is a restriction in the sense that such an arrangement is only valid if carried out by a hire-purchase agreement, providing that the property in the goods shall remain in the vendor so long as any instalments remain unpaid, and shall only vest in the purchaser on payment of the purchase price in full.

Limitation of Period for Claim to Bequest.

Q. 1642. Is there any limitation of time under English law in respect of a bequest or generally a person who is entitled to take any benefit under a last will. (For your guidance I should say that a client of mine is desirous to know if there is any danger that he might lose such benefits (as the result of some caduciary right) if for one reason or the other he failed to lodge his claim.)

A. The Real Property Limitation Act, 1874, s. 8, provides that an action to recover a legacy or share of residue is barred after twelve years. This section does not apply where the property is held on an express trust, and if the executor has administered the estate, but retains some of the property as trustee, the case is governed by the Trustee Act, 1888, s. 8, which is still in force. The result is that an action will be barred after six years, unless the claim is founded upon breach of trust, or is to recover trust property still retained by the trustee. See *In re Timmis* [1902] 1 Ch. 176 ; *In re Jordison* [1922] 1 Ch. 440.

Notes of Cases.

Court of Appeal.

Frost *v.* **Caslon: Frost** *v.* **Wilkins.**

Scrutton, Greer and Russell, L.JJ. 19th and 22nd April.

Election Law—Registration of Electors—Parliamentary Elector—Director of Limited Company—Qualification—Occupier of "Business Premises"—Tenancy of Room in Company's Premises—Occupation "for the purpose of the business, profession or trade of the person to be registered"—"Business" of Company Director—Representation of the People Act, 1918 (7 & 8 Geo. 5, c. 64), s. 1—Representation of the People (Equal Franchise) Act, 1928 (18 & 19 Geo. 5, c. 12), s. 1.

Appeals from the Shoreditch and Clerkenwell County Courts under the Representation of the People Acts.

In the first appeal—*Frost* v. *Caslon*—the respondent, Albert Harding Caslon, had been for many years on the register as a parliamentary and a local government elector for the Borough of Finsbury, in respect of an occupation of 82 Chiswell-street. In 1929 the registration was objected to by Albert James Frost, of Goswell-road, a member of the Finsbury Labour Party, on the ground that the respondent did not occupy the premises or any part thereof for the purpose of his business, trade or profession, within the meaning of the Representation of the People Acts, and did not do so during the qualifying period, and was therefore not entitled to be registered as a parliamentary elector, and further, that he did not occupy the premises in question as owner or tenant, or any part thereof, within the meaning of the Representation of the People Acts during the qualification period, and was, therefore, not entitled to be registered as a local government elector. The respondent occupied a room on the first floor of No. 82 Chiswell-street, under an agreement made in June, 1927, between H. W. Caslon & Co. Limited, which agreement was still in force, whereby H. W. Caslon & Co. Limited (the company) let to the respondent the room in question at a clear yearly rental of £20, payable quarterly. The room was to be used as an office only. The respondent was a director of H. W. Caslon and Co. Limited, and it was stated that he occupied the room for the purposes of his business as director of that company, for his own private correspondence and for nothing else. The objector contended that the occupation of the room was by the company, and that the respondent had no personal occupation of the premises. The registration officer disallowed the objection, and his view was upheld on appeal by the judge of Shoreditch County Court. The objector appealed. In the second case—*Frost* v. *Wilkins*—John Wilkins was a director of John Wilkins & Co. Limited, of St. John-street, in the parliamentary Borough of Finsbury, and he occupied a room on the ground floor of those premises, which had been let to him by John Wilkins & Co. Limited by an agreement made in 1921, and which was still in force. He occupied that room not merely as a director of the company, but also for the purpose of carrying out work in connexion with public affairs and for private business relating to his own property. The registration was objected to by Mr. Frost on the ground that Wilkins occupied the room as a director of John Wilkins & Co. Limited, and that he had no personal occupation of any part of the premises, and therefore was not entitled to be registered as a parliamentary elector in respect of the room. The registration officer disallowed the objection, and on appeal his view was upheld by the judge of the Clerkenwell County Court, who held that Wilkins's private business constituted "business" within the meaning of the sub-section. The objector appealed. By the Representation of the People (Equal Franchise) Act, 1928, s. 1 (as substituted for s. 1 of the Representation of the People Act, 1918), sub-s. (1): "A person shall be entitled to be

registered as a parliamentary elector for a constituency (other than a university constituency), if he or she is of full age and not subject to any legal incapacity; and (*a*) has the requisite residence qualification; or (*b*) has the requisite business premises qualification; or (*c*) is the husband or wife of a person entitled to be registered in respect of a business premises qualification. By sub-s. (3): "The expression 'business premises' in this section means land or other premises of the yearly value of not less than £10 occupied for the purpose of the business, profession or trade of the person to be registered."

SCRUTTON, L.J., was of the opinion that the appeal in the first case ought to be allowed, because in his view the substantial business which was carried on in the room in question was the business of the company, and not that of the respondent Mr. Caslon. With regard to the second case, the room was used by the respondent, Mr. Wilkins, for the business of the company and for other purposes as well. Moreover, the room constituted "premises," and Mr. Wilkins was therefore entitled to be on the register as a parliamentary elector.

GREER and RUSSELL, L.JJ., were of the opinion that the registration officer and the County Court judges were right in both cases. Both Mr. Caslon and Mr. Wilkins had the requisite business premises' qualification, and they were both entitled to be registered as parliamentary electors.

Appeals dismissed.

COUNSEL: *Sir Henry Slesser*, K.C., and *Arthur Henderson; Cyril Atkinson*, K.C., and *F. Laskey*.

SOLICITORS: *Kenneth Brown, Baker, Baker; Vivash Robinson & Co.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Sevenoaks U.D.C. *v.* Twynam.

Lord Hewart, C.J., Avory and Swift, JJ. 25th April.

LOCAL GOVERNMENT—PURCHASE OF LAND FOR CAR-PARK—OBJECTIONS LODGED—APPEAL TO PETTY SESSIONS—APPEAL TO QUARTER SESSIONS—PRELIMINARY POINT—PERSON "AGGRIEVED"—PUBLIC HEALTH ACT, 1925, (15 & 16 Geo. 5, c. 71), s. 68 (3).

The Sevenoaks Urban District Council, being desirous, under the powers of s. 68 of the Public Health Act, 1925, of purchasing certain land to be used as a parking place, duly gave the notice required by that section. A number of written objections were lodged by the present respondent, George Edward Twynam, but none of the objections alleged an infringement of any personal legal right of the respondent. After considering the objections, the council decided to go forward with their scheme, and the respondent thereupon appealed to petty sessions, an appeal given by s. 68 (3) of the Act, as a person aggrieved by the council's decision. From the decision of the petty sessions in the respondent's favour, the council appealed to quarter sessions. The council then took a preliminary point before the quarter sessions that the respondent was not an "aggrieved" person within the meaning of s. 68 (3) on the ground that his objections alleged no infringement of any legal right of his, and were only such grounds of objection as might be common to any ratepayer or member of the public. The quarter sessions upheld the respondent's contention that he was a person "aggrieved," but stated a case on that preliminary point.

Lord HEWART, C.J., said that the question was: was it true to say that according to the true meaning of the material part of the Act the respondent was a person "aggrieved"? His lordship continued that in his view the true construction of s. 68 was that any person was entitled to make an objection and have it decided, and to appeal if it were refused. He had come to the conclusion that the respondent was a person "aggrieved," and had a right of appeal. The case must go back for the quarter sessions to hear and determine the respondent's objection.

AVORY, J., delivered judgment to the same effect. SWIFT, J., concurred.

Leave to appeal was refused.

COUNSEL: *Whiteley*, K.C., and *Russell Davies*, for the appellants. The respondent was not represented.

SOLICITORS: *Knocker, Knocker & Foskett*, Sevenoaks.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

B. *v.* B. Hill, J. 8th March.

DIVORCE PRACTICE—JUDICIAL SEPARATION—ORDER FOR PERMANENT ALIMONY—RESPONDENT'S PERSISTENT DEFAULT IN PAYMENTS—APPLICATION TO PLACE RESPONDENT'S INVESTMENTS UNDER CONTROL OF COURT—RELIEF PRAYED AMOUNTING TO ORDER SECURING ALIMONY—NO POWER IN COURT—FORMER PRACTICE OF ECCLESIASTICAL COURTS.

On 24th May, 1928, the wife obtained a judicial separation. On 21st June, 1928, the husband was ordered to pay permanent alimony for the support of the wife and four children at the rate of £950 per annum, payable monthly. The husband having made persistent default in paying the monthly instalments, the wife applied on summons to the registrar for an order (1) that sufficient securities should be transferred out of the possession of the respondent into court to be under the control of the Paymaster-General, with directions as to the payment of the income thereof to the wife; or (2) alternatively, that a receiver should be appointed of the income of such securities and that he should be directed to pay out of the income the maintenance ordered to be paid to the wife. On the registrar's refusal to make an order, the wife appealed.

HILL, J., in the course of a considered judgment, said that the order being one for alimony to be paid by a husband to a wife, the money was, of course, payable only during joint lives, and, so far as each child was concerned, the amount payable in alimony was only for the life of that child. The decree was one of judicial separation and the court had no power to order security. Had the decree been one of divorce, or of restitution of conjugal rights, followed by disobedience, the court would have had statutory power to order that the payment to the wife for herself should be wholly or in part secured. Parliament had made no similar provision in cases of judicial separation, but had left the matter to be governed by the law which had prevailed in the Ecclesiastical Courts. *Hyde* v. *Hyde* (4 Sw. & Tr. 80) showed that the Ecclesiastical Courts did not order security . . . It was clear that the courts had no power to order security in cases of judicial separation. The respondent had an ample investment income, but he had taken up the position of a passive resister. He was minded to pay nothing until he was forced. The petitioner had enforced payments by writs of *fieri facias* in July, August, and September last. In November she varied the procedure and obtained a charging order *nisi*. The wife was naturally dissatisfied with the delay entailed by those methods of execution. In the case of either of the orders which the wife now asked to be made such order would in effect be an order for security, differing only from the order made after a divorce decree in that the invested funds would remain under the control of the court, and the security could, therefore, at any time be released by a fresh order of the court . . . The summons would, therefore, be dismissed, but the wife would be allowed her costs. His lordship granted leave to appeal.

COUNSEL: *B. M. Cloutman*, for the wife; *Bayford*, K.C., *Clifford Mortimer* and *William Latey*, for the husband.

SOLICITORS: *Collisson, Prichard & Barnes; Stoneham and Sons.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Rules and Orders.

THE COUNTY COURT DISTRICTS (BLETCHLEY AND LEIGHTON BUZZARD) ORDER, 1929. DATED APRIL 15, 1929.

I, Douglas McGarel Lord Hailsham, Lord High Chancellor of Great Britain, by virtue of section 4 of the County Courts Act, 1888,(*) as amended by section 9 of the County Courts Act, 1924,(†) and of all other powers enabling me in this behalf do hereby order as follows :—

1. The holding of the County Court of Bedfordshire held at Leighton Buzzard and the County Court of Buckinghamshire held at Newport Pagnell shall be discontinued and their districts shall be transferred in accordance with paragraphs 2, 3 and 4 of this Order.

2. A new County Court District shall be formed whose area shall be the Parishes set out in the First Schedule to this Order (being part of the districts of the said Courts held at Leighton Buzzard and Newport Pagnell) and Courts shall be held in the newly constituted district at Bletchley and Leighton Buzzard by the name of the County Court of Buckinghamshire held at Bletchley and Leighton Buzzard.

3. The Parishes set out in the Second Schedule to this Order (being part of the district of the said Court held at Newport Pagnell) shall be transferred to, and form part of, the County Court District of Northamptonshire held at Northampton.

4. The Parishes set out in the first column of the Third Schedule to this Order (being part of the district of the said Court held at Leighton Buzzard) shall be transferred to, and form part of, the County Court Districts set opposite to their names respectively in the second column of that Schedule.

5. The County Court of Buckinghamshire held at Bletchley and Leighton Buzzard shall have jurisdiction to deal with all proceedings which shall be pending in the said Courts held at Newport Pagnell and Leighton Buzzard when this Order comes into operation.

6. In this Order "Parishes" shall have the same meaning as in the County Courts (Districts) Order in Council, 1899,(‡) provided that the boundaries of every "Parish" mentioned in this Order shall be those constituted and limited at the date of this Order.

7. This Order shall come into operation on the 1st day of May, 1929.

Provided that summonses and other process issued in the said Court held at Newport Pagnell or in the said Court held at Leighton Buzzard before the 1st day of May, 1929, but returnable on or after that day may be made returnable in the said Court held at Bletchley and Leighton Buzzard either at Bletchley or at Leighton Buzzard as the case may require.

8. This Order may be cited as the County Court Districts (Bletchley andLeighton Buzzard) Order, 1929, and the County Courts Districts Order in Council, 1899, as amended, shall have effect as further amended by this Order.

Dated the 15th day of April, 1929.

Hailsham C.

FIRST SCHEDULE.

Parishes constituting the District of the County Court of Buckinghamshire held at Bletchley and Leighton Buzzard.

Aspley-Guise.	Heath and Reach.	Shenley Church End.
Aspley Heath.	Hockliffe.	Sherington.
Battlesden.	Holcut.	Simpson.
Billington.	Husborne-Crawley.	Slapton.
Bletchley.	Ivinghoe.	Soulbury.
Bow Brickhill.	Lathbury.	Stanbridge.
Bradwell.	Leighton Buzzard.	Stantonbury.
Bradwell Abbey.	Linslade.	Stewkley.
Broughton.	Little Brickhill.	Stoke Goldington.
Castle Thorpe.	Little Lindford.	Stoke Hammond.
Cheddington.	Little Woolstone.	Tilsworth.
Chicheley.	Loughton.	Tyringham with Filgrave.
Clifton Reynes.	Mentmore.	
Eaton Bray.	Middleton or Milton Keynes.	Walton.
Eddlesborough.		Warrington.
Egginton.	Milton-Bryant.	Water Eaton.
Fenny Stratford.	Moulsoe.	Wavendon.
Gayhurst.	New Bradwell.	Willen.
Great Brickhill.	Newport Pagnell.	Wing.
Great Lindford.	Newton Longville.	Woburn.
Great Woolstone.	North Crawley.	Woburn Sands.
Grove.	Olney Park Farm.	Wolverton.
Hanslope.	Potsgrove.	Woughton on the Green.
Haversham.	Salford.	

(*) 51-2 V. c. 43. (†) 14-5 G. 5. c. 17. (‡) S.R. & O. 1899, No. 178 printed as amended to 1903, S.R. & O. Rev. 1904, III, County Court E., p. 1.

SECOND SCHEDULE.

Parishes transferred to the District of the County Court of Northamptonshire held at Northampton.

Astwood.	Newton Blossomville.
Cold Brayfield.	Olney.
Emberton.	Petsoe Manor.
Hardmead.	Ravenstone.
Lavendon.	Weston Underwood.

THIRD SCHEDULE.

First Column. Parishes.	Second Column. County Court Districts.
	Bedfordshire.
Chalgrave.	Luton.
Toddington.	Luton.
	Hertfordshire.
Little Gaddesden.	Watford.

Legal Notes and News.

Honours and Appointments.

Mr. GEORGE ALLAN PARKIN, has been appointed Clerk to the Justices at East Ham Police Court, in succession to the late Mr. G. S. Mather. Mr. Parkin has been Assistant Clerk at the court since his demobilisation in 1919 and before his war service was an Assistant Clerk at the Huddersfield Police Court.

Mr. EDWARD J. STANNARD, Solicitor, of the firm of Stannard and Bosanquet, Solicitors, 19 Eastcheap, E.C.3, has been elected Master of the City of London Solicitors Company. Mr. Stannard was admitted in 1885.

Mr. H. SMITH, of Thorne, Doncaster, has been appointed Clerk to the Market Bosworth Rural District Council.

Professional Announcement.

(2s. per line.)

Mr. C. G. SALINGER, M.A., LL.B. (Cantab), has acquired the practice of C. S. Cardew & Co., Port Said, Egypt, and will, as from 15th June, 1929, carry on the said practice under the style of C. G. SALINGER, M.A., LL.B. (late C. S. Cardew & Co.). London agents: Ellis, Bickersteth, Aglionby & Hazel; Parker Garrett & Co.; S. G. Wood.

Resignations.

Mr. L. Caradoc Evans, solicitor, Town Clerk and Clerk of the Peace of the County Borough of Salford is retiring. Mr. Evans—who was admitted in 1896—has held the appointments referred to many years.

MONEYLENDERS AND PARTICULARS OF LOANS.

Mr. Justice Clauson, sitting to hear judgment summonses in bankruptcy recently, announced, with the concurrence of Mr. Justice Astbury and Mr. Justice Luxmoore, that in future on the hearing of every judgment summons in respect of money lent by a registered moneylender, the judgment creditor will be required to produce to the judge a copy, made up to date, of the statement which the debtor is entitled to ask for under s. 8 of the Moneylenders Act, 1927. This will apply whether the loan was made before or after the coming into force of that Act.

Several judgments in respect of money lent by registered moneylenders were stood over until the next sitting for hearing judgment summonses for the production of the statement under s. 8 of the Act.

By that section a moneylender must, if the borrower so requires, supply a statement signed by him showing the date of the loan, the amount of the principal and the rate per cent. per annum of interest charged, the amount already received in respect of the loan, and the date that that amount was paid, the amount of any sum due but unpaid, the date it became due, and the amount of interest accrued due and paid in respect of every such sum, and, lastly, the amount of every sum not yet due and the date on which it would become due.

Messrs. William Hodge & Co., Ltd., have a new "Notable British Trial" in the press. The volume is edited by R. H. Blundell and R. E. Seaton, and deals with the case of Jean Pierre Vaquier, the Frenchman, who was tried at Guildford on 2nd July, 1924, on a charge of murder.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

Writing in the *Policy-Holder* recently, B. di C. says: Don't tell me the law is always a dull and dreary affair. When members of the legal profession touch insurance, they gleam with humanity and cordiality. At the Equity & Law meeting I was allowed to take the most comfortable armchair in the room of the wonderful wainscot and gargoyles, the proceedings closed in thirty-five minutes, and only pressure of work precluded me from accepting the general invitation to everyone to join the little luncheon hospitably prepared for us. Of course, the society has had a successful year's business. But genuine regret was expressed by the deputy-chairman, who presided, that Mr. North Hickley was temporarily laid aside by illness. Mr. Collins also referred gracefully and touchingly to the recent loss the society has sustained through the decease of Lord Phillimore, a loss accentuated by following the demise of three other directors earlier in the year. However, the remainder of the board present, including two members of the King's Privy Council, struck me as looking remarkably fit. In his thanks to the staff, the deputy-chairman not only rendered due acknowledgment to the unceasing labours of Mr. Phelps but mentioned the society's accountant and gave that latter official a brimming compliment. Then Mr. Collins thought of the new juniors, pressed into the service by the expanding number of policy-holders, and said he had noted the youngsters' efforts and was pleased with them. The law has a heart and a soul in the demure house with the gabled portico in the fields of Lincoln's Inn.

PROFIT COSTS IN POOR PERSONS SUITS.

The following notice has been issued by the Poor Persons Committee of the Law Society:—

Having regard to the remarks made by Lord Merrivale in the case of *Lawrence* v. *Lawrence* (reported in *The Times* of 17th April, 1929), the Committee feel that the attention of solicitors should be drawn to the possibility of recovering profit costs in Poor Persons cases.

Rule 31B of the Poor Persons Rules provides that in special circumstances the court may order that costs recovered by a poor person shall include profit costs. Rule 31C provides that the court may allow the conducting solicitor profit costs out of any money recovered by a poor person, such sum in respect of costs not to exceed one-fourth of the amount or value recovered.

Applications for profit costs should be made to the judge at the time when judgment is delivered. Should a conducting solicitor, at any time during the proceedings, discover that the poor person or his relations are in the position to pay full costs he should report the facts to the Committee, so that the Committee may consider whether an application should be made for the discharge of the Poor Persons certificate.

Lord Hanworth, Master of the Rolls, has presented to the new public hall at Hanworth a portrait of his grandfather, Sir Frederick Pollock, who is buried in Hanworth Churchyard.

Mr. W. E. Macara, Registrar-General and "father" of the Torrens lands and titles system in Manitoba, has died at the age of seventy.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT NO. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y May 27	Mr. More	Mr. Jolly	Mr. More	Mr. Hicks Beach
Tuesday .. 28	Ritchie	Hicks Beach	Hicks Beach	*Andrews
Wednesday 29	Andrews	Blaker	*Andrews	*More
Thursday . 30	Jolly	More	More	*Hicks Beach
Friday 31	Hicks Beach	Ritchie	*Hicks Beach	Andrews
Sat. June 1	Blaker	Andrews	Andrews	More

DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'nd'y May 27	Mr. Andrews	Mr. Jolly	Mr. Blaker	Mr. Ritchie
Tuesday .. 28	More	*Ritchie	Jolly	*Blaker
Wednesday. 29	Hicks Beach	Blaker	Ritchie	*Jolly
Thursday . 30	Andrews	*Jolly	Blaker	*Ritchie
Friday 31	More	Ritchie	Jolly	*Blaker
Sat. June 1	Hicks Beach	Blaker	Ritchie	Jolly

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 30th May, 1929.

	MIDDLE PRICE 22nd May	INTEREST YIELD.			YIELD WITH REDEMPTION.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	86¼	4	12	9	—		
Consols 2½%	53½	4	13	6	—		
War Loan 5% 1929-47	100¾	4	19	3	—		
War Loan 4½% 1925-45	96⅜	4	13	0	4	13	6
War Loan 4% (Tax free) 1929-42	100⅛	4	0	0	4	0	0
Funding 4% Loan 1960-1990	87¾	4	11	0	4	12	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92¼	4	7	0	4	7	6
Conversion 4½% Loan 1940-44	98¼	4	11	6	4	14	6
Conversion 3½% Loan 1961	76¾	4	11	0	—		
Local Loans 3% Stock 1921 or after	63⅞	4	14	0	—		
Bank Stock	250	4	15	3	—		
India 4½% 1950-55	88½	5	1	6	5	3	0
India 3½%	68	5	3	0	—		
India 3%	58¼	5	3	0	—		
Sudan 4½% 1939-73	94	4	15	6	4	16	6
Sudan 4% 1974	85	4	14	0	4	14	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	81½	3	13	6	4	12	6
Colonial Securities.							
Canada 3% 1938	86	3	9	6	4	17	6
Cape of Good Hope 4% 1916-36	94	4	5	0	5	7	0
Cape of Good Hope 3½% 1929-49	82	4	5	6	5	0	0
Commonwealth of Australia 5% 1945-75	99¼	5	0	9	5	2	0
Gold Coast 4½% 1956	97	4	12	6	4	16	6
Jamaica 4½% 1941-71	94	4	15	6	4	16	0
Natal 4% 1937	92	4	7	0	5	7	0
New South Wales 4½% 1935-45	92	4	18	0	5	8	0
New South Wales 5% 1945-65	97	5	3	0	5	3	0
New Zealand 4½% 1945	96	4	13	9	4	17	6
New Zealand 5% 1946	103	4	17	0	4	16	0
Queensland 5% 1940-60	97	5	3	0	5	5	0
South Africa 5% 1945-75	104	4	16	2	4	16	0
South Australia 5% 1945-75	99	5	1	0	5	2	0
Tasmania 5% 1945-75	99	5	1	0	5	2	0
Victoria 5% 1945-75	99	5	1	0	5	2	0
West Australia 5% 1945-75	99	5	1	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	64	4	13	6	—		
Birmingham 5% 1946–56	102	4	18	0	4	17	0
Cardiff 5% 1945–65	101	4	19	0	4	19	0
Croydon 3% 1940–60	70	4	5	6	4	19	0
Hull 3½% 1925–55	78	4	9	9	4	19	0
Liverpool 3½% Redeemable at option of Corporation	74	4	14	6	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4	14	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4	15	0	—		
Manchester 3% on or after 1941	64	4	13	9	—		
Metropolitan Water Board 3% 'A' 1963–2003	63	4	15	0	—		
Metropolitan Water Board 3% 'B' 1934–2003	64	4	13	6	—		
Middlesex C. C. 3½% 1927–47	83	4	4	6	4	17	0
Newcastle 3½% Irredeemable	74	4	15	0	—		
Nottingham 3% Irredeemable	63	4	15	3	—		
Stockton 5% 1946–66	102	4	18	0	4	18	0
Wolverhampton 5% 1945–56	102	4	18	0	4	17	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	81	4	18	6	—		
Gt. Western Rly. 5% Rent Charge	98	5	1	6	—		
Gt. Western Rly. 5% Preference	92	5	9	0	—		
L. & N. E. Rly. 4% Debenture	76	5	5	0	—		
L. & N. E. Rly. 4% 1st Guaranteed	71½	5	12	0	—		
L. & N. E. Rly 4% 1st Preference	66	6	0	0	—		
L. Mid. & Scot. Rly. 4% Debenture	79	5	1	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	76	5	5	0	—		
L. Mid. & Scot Rly. 4% Preference	68½	5	16	6	—		
Southern Railway 4% Debenture	80	5	0	0	—		
Southern Railway 5% Guaranteed	97	5	3	0	—		
Southern Railway 5% Preference	88	5	13	6	—		

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker.—"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29 Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (University man), desires engagement. London or Home or Southern Counties. Experienced common law, conveyancing, trusts.—Box 116, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

SOLICITOR desires post as Assistant Solicitor. Experienced in conveyancing, probate and trust matters; also in High Court, County Court and magisterial work.—Box 6, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B. 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

MECHANICAL Engineer (Ex-Officer), Practical and Commercial experience modern production methods, organisation, late works manager, requires permanent and progressive position in works or office. 3611.

STOREKEEPER, Works, Canteen, etc.—Ex-Ranker Officer, excellent war service over three years. Experience at large works canteen. Good organiser, desirous of similar employment. 840.

LIEUT.-COMMANDER R.N., 36, married, no pension, 4 years' commercial experience accounts, bookkeeping, office routine, correspondence, etc., requires post Bookkeeper, Clerk, Timekeeper or similar position. Exceptional references. Locality, London. 4482.

REGULAR Officer, Secretarial, or as Organiser at home or abroad. Work necessary. Wife and daughter to maintain; 18 years' regular service in many lands. 9338.

BANK ACCOUNTANT (35), eighteen years' excellent banking and business experience, South Africa and home, needs position of trust in England or South Africa where large scope for abilities and knowledge. 10545.

EX-OFFICER desires secretarial post of position of trust; nominal salary. Highest qualifications and references in organising, administration, commercial subjects, law, bookkeeping, customs, excise, trade, etc. Good knowledge radio and electrical engineering. 10643.

ARTICLED CLERKS, &c.

ARTS GRADUATE (25), three years' business experience, knowledge intermediate law, requires articles, preferably Manchester, Liverpool or London.—Kirton, "Eamont," Spencer-road, Wigan.

LAW.—Solicitor's office with growing practice has a vacancy for Articled Clerk. General practice. Personal supervision and coaching. Premium required, part returned. Apply, Box 108, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.

PRACTICES AND PARTNERSHIPS.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

TO LONDON Solicitors.—A Solicitor, aged 39, of wide experience and capital at command, would like to buy share yielding £1,500 per annum net in sound London practice.—Apply, Hooper & Son, 41 Snow-hill, E.C.1.

SOLICITOR, aged 25 (Public School education) experienced, desires a junior partnership (with or without preliminary clerkship) with an old-established firm in the Midlands or South of England having a sound conveyancing and general practice; willing to invest capital. Write, Box 118, Solicitors' Journal, 29 Breams'-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, 39, Public School man, admitted 1912, holding important position in Australia as solicitor to large Government institution, at present in England, desires to purchase practice or partnership or to obtain position with a view to same. General experience in practically all branches of law. Thoroughly conscientious and accustomed to responsibility, excellent letters of recommendation. Interview sought.—Box No. 105, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MR. NOAH A. RIGBY, Solicitor and Commissioner for oaths, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

PARTNER, with moderate capital, wanted, aged 30-40 (preferably public school man), in old-established conveyancing and general solicitors' practice in S.E. London and City, owing to impending partial retirement of present senior partner.—Box 86, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply "B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MISCELLANEOUS.

PROFESSIONAL Gentleman requires Service Flat or Bedroom and Sitting-room (furnished) with attendance in or near Lincoln's Inn, Temple or Westminster. Particulars to "Lex," Box 18, c/o Solicitors' Journal, 29 Breams-buildings, E.C.4.

OFFICES.

BOARD ROOM available, Piccadilly, for occasional or regular club, charity, company and other meetings. Stenographer's services optional.—Apply Box 127, Solicitors' Journal, 29, Bream's buildings, E.C.4.

SACKVILLE STREET, Piccadilly, W.1.—Quiet, well-lit, unfurnished offices of three to six rooms, with lobby and store room, immediately available. Suitable for surveyor, architect or solicitors.—Apply Box 126, Solicitors' Journal, 29, Breams-buildings, E.C.4.

TO SOLICITORS.—One Room, furnished, first floor, Queen Victoria-street, E.C., with use of staff and telephone, lighting and heating also provided; to let to solicitor. Inclusive moderate terms.—Particulars on application to Box C.15, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LAW BOOKS.

WANTED to Purchase, set of Encyclopædia of Forms and Precedents, by Butterworth, latest edition, thin paper edition; quote price.—Box 117, Solicitors' Journal, 29 Breams'-buildings, E.C.4.

WANTED to Purchase.—Recent editions of the following books: (I) "Lumleys Public Health Acts"; (II) "Mozley and Whiteleys Law Dictionary"; (III) "Hunt's Boundaries and Fences." State lowest cash price in each case to "W.," Box 17 Solicitors' Journal, 29 Breams Buildings, E.C.4.

WANTED.—Chitty's King's Bench Forms. 1923, last edition.—H, Box 17, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ENGLISH and Empire Digest for sale on easy terms; books unused; approval with pleasure.—BM/WHKN.

FIXED INCOMES.—HOMES FURNISHED on an equitable system of DEFERRED PAYMENT specially adapted for those with fixed incomes who do not wish to disturb investments. The largest stock in the world to select from. All goods delivered free by Maple's own Motor Service direct to customers' residences in thirty-six counties.—Write for particulars to MAPLE & CO., Tottenham Court-road, London, W.1.

Blue Star Luxury Cruises FOR 1929

TO

NORWEGIAN FJORDS,
SPITZBERGEN,
NORTH CAPE, etc.

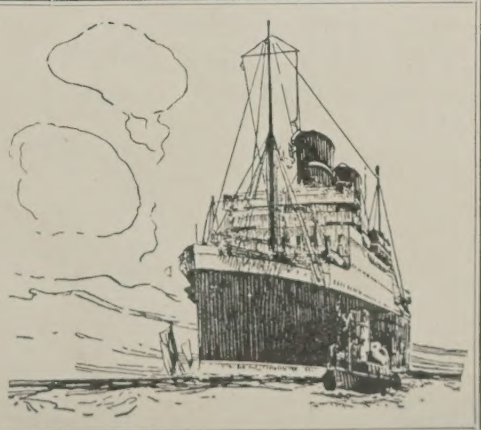
13 days from 20 Guineas.

June 15th, June 29th, July 13th,
August 3rd, August 17th.

MOROCCO, DALMATIA, CYPRUS,
MAJORCA, CRETE, ALGERIA,
MEDITERRANEAN, EGYPT, etc.

20 days from 42 Guineas.

Sept. 7th, Oct. 5th, Nov. 2nd,
Nov. 23rd, Dec. 21st.



Detailed Itineraries and full Particulars on application.

BLUE STAR LINE, 3, Lower Regent Street, London, S.W.1.
40, St. Mary Axe, London, E.C.3.

LODINGTONS

15, STRAND, W.C.2.

RENT COLLECTIONS A SPECIALITY.

EXCEPTIONALLY LOW CHARGES. PROMPT SETTLEMENTS.
BANKERS: MIDLAND BANK. WRITE FOR TERMS.

ESTABLISHED 1852.

DRIVERS & NORRIS, F.A.I.,

AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS

407, HOLLOWAY RD., N 7.

Telegrams "DRIVERS, HOLLOWAY." 'Phone: NORTH 1503 & 1504.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

FIELD & SONS,

(Established over 100 years).

CHARTERED SURVEYORS, AUCTIONEERS, VALUERS, LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES

54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

J. J. HILL & WEAVER,

Auctioneers and Valuers of Licensed Property,

28, THEOBALD'S ROAD, LONDON, W.C.1.

T. J. WEAVER, F.A.I. L. T. WEAVER, F.A.I.
J. J. HILL, F.A.I. F. WEAVER, F.A.I.

Telephones: HOLBORN 2441 and 2442. Founded 1867.

Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, &c.

ELDRIDGE & MORRIS

(Established 1905)

of 6, Albemarle Street, Piccadilly, W.1.

LEND

£50 upwards to **£5,000**

'PHONE: REGENT 4901-3.
TELEGRAMS: "ELDRIMORE, PICCY, LONDON."

PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent)
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS.

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

H. J. BLISS & SONS

MONTHLY SALES at THE AUCTION MART.

Special attention also given to

Valuations; Specifications; Dilapidations;
Management of House Property; Compensation Claims;
Sales by Private Treaty.

106, Cheapside. E.C.2 & 164, Bethnal Green Rd., E.2.

To Solicitors, Trustees and Executors.

DEBENHAM, STORR & SONS, LTD.

AUCTION ROOMS.

(ESTABLISHED 1813).

Auctioneers and Valuers of all Classes of Property.

For the Sale of Jewellery, Antique and Modern Silver Curios, Furniture, China, Choice Furs, Works of Art, &c.
Valuations made in Town and Country for all purposes.

APPLY:

26, King St., Covent Garden, London, W.C.
'Phone: 2399 Gerrard. Telegrams: "Viewing, London."

GLEDHILL & GLEDHILL

SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,

82, BOROUGH HIGH ST., S.E.1.

Factory and Warehouse Surveyors.

HOP. Properties entirely managed. 5026.

ESTABLISHED 1800.

T. M. SUTTON

Telephone: Victoria 310. 156, Victoria St., S.W.1.

Directly opposite Underground, Victoria.

ADVANCES MADE upon Pearls, Diamonds and all kinds of Precious Stones, Works of Art, Plate, Jewellery, &c. &c.

Jewels received by post promptly attended to.

VALUATIONS FOR PROBATE, INSURANCE, &c.

STRONG ROOMS FOR THE BETTER SECURITY OF VALUABLES.

SECOND-HAND JEWELS

Bought, Sold or Taken in Exchange.

Bankers { NATIONAL BANK, BELGRAVIA. LLOYDS BANK, ST. JAMES'S ST., S.W.1.

SALTER, REX & CO.

Chartered Surveyors, Auctioneers & Valuers

311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.

Telephones—HAMPSTEAD 4042 and CITY 8394.

KNIGHT FRANK & RUTLEY'S SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON, W.1.

Telephone: Holborn 0602.

EDE & RAVENSCROFT

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

ROBE MAKERS COURT TAILORS

BY APPOINTMENT.

TAILORING—SOLICITORS' GOWNS.

Wigs for Registrars, Town Clerks & Coroners.

93 & 94, CHANCERY LANE, LONDON, W.C.2.

REVERSIONARY INTEREST SOCIETY LTD. (ESTD. 1823)

EQUITABLE REVERSIONARY INTEREST SOCIETY LTD. (ESTD. 1835).

The two Societies are under the same management at

19, COLEMAN STREET, LONDON, E.C.2.

Total Funds invested in Reversions purchased or in Loans upon them: £1,700,000.

The Law Costs for Loans are regulated by Scale.

INVESTMENTS.

MONEY WANTED (approximately £1,000) for investment in well-known business in North. Security can be arranged. Full particulars on application.—Apply, S. Mickler, Solicitor, 18 Bigg Market, Newcastle-upon-Tyne.

BANK SECRETARY (on staff of late Financial Delegate and Director of Bank of England), retired, procures capital for sound businesses and introduces clients to Directorships open to Solicitors' and Accountants' investigation.—Write, BM/BANK, W.C.1.

F. G. R.

ADVERTISER has large fund awaiting investment in Freehold Ground Rents secured on residential property in London and Suburbs. Suitable parcels can be considered whether large or small. No commission will be claimed by advertiser who is actual investor. Particulars to "F.G.R.," c/o Messrs. Engall and Crane, Solicitors, 28 Bedford-row, W.C.1.

OLD PARCHMENTS & POSTAGE STAMPS.

SIXPENCE per pound offered for Old Parchment Deeds, One shilling each offered for 1840 penny Black Stamps on original covers or envelopes; 2s. 6d. each for 1840 twopenny Blues; 4s. per hundred for penny Reds, 1841 to 1858; and 4s. per dozen for twopenny Blues. Sixpence per hundred for penny Reds, 1858 to 1880; 4s. per hundred for twopenny Blues; 3s. per hundred for halfpenny Reds, and 1s. per dozen for threehalfpenny Reds.—Moulton, 5 Park Hill, Richmond, Surrey.

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4. ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand "The Times," 255a, George Street, Sydney, N.S.W. Saturday, May 25th, 1929.